



Amendment No. 4
of
Contract No. NA160000121
For
Reference Laboratory Services
between
Clinical Pathology Laboratories Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 22, 2020 to August 21, 2021. One option remains.
- 2.0 The total contract amount is increased by \$941,953.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/22/2016 – 08/21/2019	\$2,825,859.00	\$2,825,859.00
Amendment No. 1: Option 1 Extension 08/22/2019 – 08/21/2020	\$941,953.00	\$3,767,812.00
Amendment No. 2: Replaced Exhibit B 9/26/2019	\$0.00	\$3,767,812.00
Amendment No. 3: Add Pickup Location – Austin Convention Center	\$0.00	\$3,767,812.00
Amendment No. 4: Option 2 Extension 08/22/2020 – 08/21/2021	\$941,953.00	\$4,709,765.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: B. L. Sutton 01/22/20

Printed Name: Bobbie Smith
Authorized Representative

Signature & Date: **Erin D'Vincent**
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin,
ou=Purchasing Office,
email=erin.dvincent@austintexas.gov, c=US
Date: 2020.08.11 11:00:21 -05'00'

August 11, 2020

Clinical Pathology Laboratories Inc.
9200 Wall Street
Austin, Texas 78754



Amendment No. 3
of
Contract No. NA160000121
For
Reference Laboratory Services
between
Clinical Pathology Laboratories Inc.
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to add a pickup location to Exhibit A.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/22/2016 – 08/21/2019	\$2,825,859.00	\$2,825,859.00
Amendment No. 1: Option 1 Extension 08/22/2019 – 08/21/2020	\$941,953.00	\$3,767,812.00
Amendment No. 2: Replaced Exhibit B 9/26/2019	\$0.00	\$3,767,812.00
Amendment No. 3: Add Pickup Location – Austin Convention Center	\$0.00	\$3,767,812.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: B. J. Smith 07/23/2020
Printed Name: B. J. Smith
Authorized Representative

Signature & Date: Erin D'Vincent
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office
July 24, 2020

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin,
ou=Purchasing Office,
email=erin.dvincent@austintexas.gov, c=US
Date: 2020.07.24 08:13:56 -05'00'

Clinical Pathology Laboratories Inc.
9200 Wall Street
Austin, Texas 78754

City of Austin
Exhibit A
Current Locations

Location	Printer/ Fax	Courier	Service Directory	Lock Box
Communicable Disease Clinic 15 Waller Street Austin ,TX 78702	Yes	Yes	Yes	Yes
Refugee Health Screening Clinic 1000 Toyath Street Austin, TX 78703	Yes	Yes	Yes	Yes
Austin Fire Department Wellness Center 517 S. Pleasant Valley Road Austin, TX 78741	Yes	Yes	Yes	Yes
Emergency Medical Services Wellness Center 517 S. Pleasant Valley Road Austin, TX 78741	Yes	Yes	Yes	Yes
Austin Police Department 715 E. Eight Street Austin, TX 78701	Yes	No	Yes	No
Austin Convention Center 500 Red River Street Austin, TX 78702	Yes	Yes	Yes	*Coming soon



Amendment No. 2
of
Contract No. NA160000121
For
Reference Laboratory Services
between
Clinical Pathology Laboratories Inc.
and the
City of Austin

- 1.0 The City hereby amends the above referenced Contract to add the "HIV 1/2 combination reflex test" and pricing. To address this change, Exhibit B – Additional Test Pricing has been replaced in its entirety with the attached Exhibit B – Additional Test Pricing Updated 09-26-19.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/22/2016 – 08/21/2019	\$2,825,859.00	\$2,825,859.00
Amendment No. 1: Option 1 Extension 08/22/2019 – 08/21/2020	\$941,953.00	\$3,767,812.00
Amendment No. 2: Replaced Exhibit B 09/26/2019	\$0.00	\$3,767,812.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bobby Smithson 10/29/2019

DocuSigned by:

9D45884B442349F...

Printed Name: Bobby Smithson, President/CEO
Authorized Representative

Signature & Date: Erin D'Vincent 11.1.19

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Clinical Pathology Laboratories Inc.
9200 Wall Street
Austin, Texas 78754

Exhibit B – Additional Test Pricing
Updated 09/26/19

#	Test Name	CPT Code	Price Per Test
1	Albumin	82040	\$1.50
2	Alkaline Phosphatase	84075	\$1.50
3	Amebiasis Ab	86753	\$28.00
4	Amylase	82150	\$3.75
5	Bilirubin, Total	82247	\$1.50
6	Calcium	82310	\$1.50
7	Creatinine	82565	\$1.50
8	Glucose	82947	\$1.50
9	Heavy Metals, Blood	82175,83655	\$40.00
10	HIV-1 Western Blot	86689	\$25.00
11	HIV ½ combination reflex test	3518	\$60.00



Amendment No. 1
of
Contract No. NA160000121
For
Reference Laboratory Services
between
Clinical Pathology Laboratories Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 22, 2019 to August 21, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$941,953.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/22/2016 – 08/21/2019	\$2,825,859.00	\$2,825,859.00
Amendment No. 1: Option 1 Extension 08/22/2019 – 08/21/2020	\$941,953.00	\$3,767,812.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bobby Smith 8/7/19
Printed Name: BOBBY SMITHSON
Authorized Representative

Signature & Date: Erin D'Vincent 8.12.19
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Clinical Pathology Laboratories Inc.
9200 Wall Street
Austin, Texas 78754



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 1, 2016

Clinical Pathology Laboratories Inc.
Stephen R. Shumpert
President, Southwest Division
9200 Wall Street
Austin, TX 78754
shumpert@cpllabs.com

Dear Mr. Shumpert:

The Austin City Council approved the execution of a contract with your company for Reference Laboratory Services in accordance with the referenced solicitation.

Responsible Department:	Austin-Travis County Emergency Medical Services
Department Contact Person:	William Alderete
Department Contact Email Address:	William.Alderete@austintexas.gov
Department Contact Telephone:	(512) 978-0485
Responsible Department:	Austin Fire Department
Department Contact Person:	Karen Bitzer
Department Contact Email Address:	Karen.Bitzer@austintexas.gov
Department Contact Telephone:	(512) 974-4131
Responsible Department:	Austin Police Department
Department Contact Person:	Albert Banda
Department Contact Email Address:	Alberto.Banda@austintexas.gov
Department Contact Telephone:	(512) 974-5273
Responsible Department:	Austin/Travis County Health and Human Services Department
Department Contact Person:	Saeed Azadi
Department Contact Email Address:	Saeed.Azadi@austintexas.gov
Department Contact Telephone:	(512) 972-5413
Project Name:	Reference Laboratory Services
Contractor Name:	Clinical Pathology Laboratories Inc.
Contract Number:	NA160000121
Contract Period:	08/22/2016 – 08/21/2019
Dollar Amount:	\$2,825,859
Extension Options:	Three 12-month extension options



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

Requisition Number:	RQM 8300-15090800508
Solicitation Type & Number:	RFP EAD0126
Agenda Item Number:	16
Council Approval Date:	August 11, 2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Roger Stricklin
Corporate Contract Administrator
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Clinical Pathology Laboratories Inc. ("Contractor")
for
Reference Laboratory Services
NA160000121**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Clinical Pathology Laboratories Inc. having offices at 9200 Wall Street, Austin, Texas 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number EAD0126.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) EAD0126 including all documents incorporated by reference
- 1.1.3 Clinical Pathology Laboratories Inc.'s Offer, dated April 14, 2016

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3

1.3 Term of Contract. The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to three 12-month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$2,825,859 for the initial Contract term and \$941,953 for each extension option as indicated in the Price Proposal Sheet, RFP Section 0601. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**CLINICAL PATHOLOGY
LABORATORIES INC.**

CITY OF AUSTIN

Nancy Stratton
Printed Name of Authorized Person

Shawn Willett
Printed Name of Authorized Person

Nancy Stratton
Signature

Shawn Willett
Signature

President
Title:

Deputy Purchasing Officer
Title:

8-17-16
Date:

8-22-2016
Date:

Exhibit A – Price Proposal Sheet

Exhibit B – Additional Test Pricing

Exhibit C - City of Austin Request for Proposal No. EAD0126, issued 03/21/16 and all amendments thereto ("RFP," "Solicitation")

Exhibit D - Clinical Pathology Laboratories Inc. Proposal dated April 14, 2016 ("Contractor's Offer")

EXHIBIT A
PRICE PROPOSAL SHEET
Most Frequently Ordered Tests

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Comprehensive Metabolic Panel	3,500	EACH	\$1.90	\$6,650.00
2	CBC absolute WBC @ (L)	4,000	EACH	\$1.95	\$7,800.00
3	CBC with diff w platelets	2,000	EACH	\$1.75	\$3,500.00
4	BUN+Creatnine	500	EACH	\$1.75	\$875.00
5	Culture routine	50	EACH	\$4.00	\$200.00
6	Culture suspect	500	EACH	\$4.00	\$2,000.00
7	Culture, Herpes	400	EACH	\$6.00	\$2,400.00
8	Dilantin	10	EACH	\$6.25	\$62.50
9	Electrolytes	10	EACH	\$1.40	\$14.00
10	Ferritin	1,500	EACH	\$3.00	\$4,500.00
11	Glucose	2,500	EACH	\$1.50	\$3,750.00
12	Gonorrhea/Chlamydia NAAT: *urine/vaginal swab	11,000	EACH	\$21.00	\$231,000.00
13	Gonorrhea/Chlamydia NAAT: *rectal and pharyngeal	4,000	EACH	\$21.00	\$84,000.00
14	HBV core Ab Total (st)	1,600	EACH	\$4.50	\$7,200.00
15	Hemoglobin A1C	1,000	EACH	\$3.00	\$3,000.00
16	HEP A Ab qualitative	1,000	EACH	\$4.50	\$4,500.00
17	HEP C Ab	250	EACH	\$5.00	\$1,250.00
18	HEP B surf/ag/ab	3,000	EACH	\$4.50	\$13,500.00
19	HEP B Core tot ab	1,700	EACH	\$4.50	\$7,650.00
20	HEP C RNA	500	EACH	\$66.00	\$33,000.00
21	HSV type-specific 1/2 ab/igg	1,000	EACH	\$18.50	\$18,500.00
22	Hepatitis Profile	500	EACH	\$16.00	\$8,000.00
23	HIV AG/AB Combo	2,000	EACH	\$3.75	\$7,500.00
24	Iron/IBC	20	EACH	\$3.25	\$65.00
25	Lead, venous (RB)	1,000	EACH	\$5.75	\$5,750.00
26	Lipid Panel	2,000	EACH	\$1.80	\$3,600.00
27	Liver Panel	1,500	EACH	\$2.25	\$3,375.00
28	Mumps Virus IgG	750	EACH	\$5.50	\$4,125.00
29	PSA, Total	1,000	EACH	\$4.25	\$4,250.00

EXHIBIT A
PRICE PROPOSAL SHEET
Most Frequently Ordered Tests

30	Phenobarbital (phenytan)	5	EACH	\$6.25	\$31.25
31	Prothrombin Time	20	EACH	\$2.50	\$50.00
32	PTT	20	EACH	\$2.50	\$50.00
33	Quantiferon TB Gold	1,500	EACH	\$40.00	\$60,000.00
34	Reflex Hepatitis	50	EACH	\$4.50	\$225.00
35	RPR	1,300	EACH	\$2.00	\$2,600.00
36	Rubella Ab	1,000	EACH	\$3.00	\$3,000.00
37	Rubeola IgM Antibody	750	EACH	\$14.50	\$10,875.00
38	Schistosoma	100	EACH	\$32.50	\$3,250.00
39	Strongyloides	200	EACH	\$71.50	\$14,300.00
40	T3 Free	20	EACH	\$5.00	\$100.00
41	T4 Free	20	EACH	\$3.50	\$70.00
42	Tegretol (carbamepine)	10	EACH	\$7.00	\$70.00
43	TPPA	15	EACH	\$13.00	\$195.00
44	TSH	50	EACH	\$2.50	\$125.00
45	Uric Acid	160	EACH	\$1.50	\$240.00
46	Urinalysis	3,000	EACH	\$1.75	\$5,250.00
47	Varicella Zoster IgG (st)	2,000	EACH	\$8.00	\$16,000.00

Drug levels for:

48	EMB	100	EACH	\$286.00	\$28,600.00
49	INH	150	EACH	\$86.00	\$12,900.00
50	PZA	150	EACH	\$480.00	\$72,000.00
51	Rifampin	100	EACH	\$180.00	\$18,000.00

THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES IN THE FUTURE THAT ARE NOT LISTED ON THIS PRICE PROPOSAL SHEET. EXHIBIT B SHOWS PRICING FOR TESTS NOT LISTED ABOVE.

Exhibit B

FOR INFORMATIONAL PURPOSES ONLY - Web-based Add additional pages if necessary			
#	Test Name	CPT Code	Price Per Test
1	Albumin	82040	\$1.50
2	Alkaline Phosphatase	84075	\$1.50
3	Amebiasis Ab	86753	\$28.00
4	Amylase	82150	\$3.75
5	Bilirubin, Total	82247	\$1.50
6	Calcium	82310	\$1.50
7	Creatinine	82565	\$1.50
8	Glucose	82947	\$1.50
9	Heavy Metals, Blood	82175, 83655	\$40.00
10	HIV-I Western Blot	86689	\$25.00
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**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0126

Addendum No: 3

Date of Addendum: 4/8/16

This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 PROPOSAL EXTENSION: The proposal due date is hereby extended until April 19, 2016 until 2:00 PM, local time.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Erin D'Vincent", is written over a horizontal line.

Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-974-3070

4/8/16
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0126

Addendum No: 1

Date of Addendum: 4/1/16

This addendum is to incorporate the following question and answer to the above referenced solicitation:

1.0 Questions and Answers:

- 1.1 (Q) Components of the Hepatitis Profile? Does it include a Hepatitis C?
Schistosoma-is that the IgG test?
Strongyloides-is that the IgG test?
What is TPPA on the pricing sheet?
What is EMB on the pricing sheet?
What is INH on the pricing sheet?
What is PZA on the pricing sheet?
- (A) Components of the Hepatitis Profile includes Hepatitis A, B, and C.
Schistosoma-is that the IgG test? Yes
Strongyloides-is that the IgG test? Yes
TPPA – Treponema pallidum particle agglutination assay
EMB – Ethambutol drug level
INH – Isoniazide drug level
PZA – Pyrazinamide drug level

2.0 Clarifications: The deadline for questions has been extended until close of business on 4/5/16. At this time the proposal deadline has not been extended. If we decide to extend the proposal deadline, an addendum will be issued to confirm.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-974-3070

4/1/16
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

11-2-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: EAD0126

Addendum No: 2

Date of Addendum: 4/8/16

This addendum is to incorporate the following question and answer to the above referenced solicitation:

1.0 Questions and Answers:

- 1.1 (Q) Per Section 0600, Section 3, Part I, Price Proposal, are you asking bidders to explain their method of pricing? Can you please explain what you are searching for in this question?
- (A) You can simply include the unit price for each test in Section 0601 Price Proposal. No additional detail is needed.
- 1.2 (Q) Regarding Section 0605, if we have to subcontract for very specialized, esoteric laboratories, how do we fill out the forms for Section 0605 and Section 0900?
- (A) The Section 0605 Form will list out the primary Contractor's information in the top section of the form, and list all subcontractors in the boxes below that. State the percentage of work that will be subcontracted out for the specialized tests (i.e. 1%, 4%, etc.) by each subcontractor.
- Regarding the Section 0900 Form, you will need to contact our Small Minority Business Resource (SMBR) department in advance (their information is listed on the Section 0900 Form) and explain the specialized nature of the tests that require subcontracting so they will approve your Section 0900 Form. If you don't contact SMBR up front to do this, your bid will likely be disqualified. Make sure to include any correspondence with SMBR in your RFP response.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Erin D'Vincent
Erin D'Vincent, Senior Buyer Specialist
Purchasing Office, 512-974-3070

4/8/16
Date

ACKNOWLEDGED BY:

Nancy Stratton
Name

Nancy Stratton
Authorized Signature

11.2.16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: EAD0126

DATE ISSUED: 3/21/16

REQUISITION NO.: 15090800508

COMMODITY CODE: 9485583

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer Specialist

Phone: (512) 974-3070

E-Mail: Erin.DVincent@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Reference Laboratory
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME
AND DATE:** 4/1/16, 9 AM, local time

LOCATION: 4201 Ed Bluestein Blvd, Austin, TX 78721
1st Floor, EMS Classroom D

CALL IN INFORMATION: (512) 974-9300
Participant Code: 895571

PROPOSAL DUE PRIOR TO: 4/14/16, 2:00 PM, local time

PROPOSAL OPENING TIME AND DATE: 4/14/16, 2:15 PM,
local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed Solicitation # EAD0126	Purchasing Office-Response Enclosed for Solicitation # EAD0126
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL PAPER COPY AND 8 ELECTRONIC COPIES IN PDF ON 8 FLASH DRIVES
OF YOUR RESPONSE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	4
0510	EXCEPTIONS	1
0600	PROPOSAL PREPARATION INSTRUCTIONS	4
0601	PRICE PROPOSAL	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0610	HIPAA BUSINESS ASSOCIATE AGREEMENT	5
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Exhibit A	Locations	1
Exhibit B	Additional Tests Offered	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of

the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	EAD0126
PROJECT NAME:	Reference Laboratory Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
_____ Company Name	
_____ Name and Title of Authorized Representative (Print or Type)	
_____ Signature	_____ Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	EAD0126
PROJECT NAME:	Reference Laboratory Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract.
Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____ Date _____	Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov, no later than close of business on April 1, 2016.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 4. **QUANTITIES:** The quantities listed herein are annual estimates for the first year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address listed on each purchase order.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to: (i) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the facilities by the Contractor, all subcontractors, and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: PPI	
Series ID: pcu621511621511	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Medical laboratories	
This Index shall apply to the following items of the Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

11. DATA:

- A. "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.
- B. Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.¹
- C. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.
- D. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
- i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
 - ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
 - iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
 - iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 - vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- E. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- F. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the

¹ U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

- G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
- H. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.
- i. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - ii. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
 - iii. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.
- i. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
 - ii. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - iii. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute² at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

² "2013 Cost of Data Breach Study: Global Analysis," Ponemon Institute, May 2013.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

EMS – Bill Alderete
William.Alderete@austintexas.gov
512-978-0485

AFD – Karen Bitzer
Karen.Bitzer@austintexas.gov
512-974-4131

APD – Albert Banda
Alberto.Banda@austintexas.gov
512-974-5273

HHSD – Saeed Azadi
Saeed.Azadi@austintexas.gov
512-972-5413

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work
SOLICITATION NO. RFP EAD0126
Description: Reference Laboratory Services

1.0 PURPOSE

The City of Austin seeks proposals from qualified and experienced medical reference laboratories to provide laboratory services for patients and employees served by various City departments.

2.0 BACKGROUND

Currently, there are two types of City programs that utilize reference laboratory services:

Clinical:

Clients (members of the public) who receive services at the Health and Human Services Department's (HHSD) Public Health Clinics. These clinics provide a variety of health services including testing, evaluation, counseling, referral and follow-up medical services.

The Public Health Clinics include the Sexually Transmitted Disease (STD) Clinic, the Tuberculosis (TB) Clinic and the Refugee Health Clinic.

Employee Health:

Employees of the City of Austin who require baseline screenings for employment or workers' compensation purposes or who are at risk from exposure to blood or other bodily fluids.

Employees of the City of Austin Police Department who require lead level monitoring, preventive screening laboratory testing and those who are at risk from exposures to blood-borne pathogens.

The Austin Police Department (APD) typically sends all of their employees to the Contractor's labs for testing. The Austin Fire Department (AFD) and the Austin-Travis County Emergency Medical Services Department's (EMS) Wellness Center will perform some of their own testing services but will also send employees to the Contractor's labs.

3.0 CONTRACTOR QUALIFICATIONS

- 3.1 Contractor shall operate in compliance with all applicable statutes, regulations, rules, and directives of Federal, State and other governmental and regulatory bodies having jurisdiction over pathology and clinical laboratories.
- 3.2 Contractor shall be certified in accordance with Clinical Laboratory Improvement Amendments (CLIA) and the College of American Pathologists (CAP) laboratory accreditation standards.
- 3.3 Contractor shall have current procedures to maintain confidentiality of patient information. The Contractor is required to sign a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (reference Section 0610 of solicitation documents) with the City.
- 3.4 Contractor shall have quality assurance, quality control and quality improvement (QA/QC/QI) programs in place. Additionally, the Contractor shall perform monthly QA/QC/QI reviews on its services as well as those services provided by any outside reference laboratories hired by the Contractor to perform tests for the City. These reviews shall be conducted in accordance with QA/QC/QI programs outlined in CLIA and CAP regulations.

Scope of Work
SOLICITATION NO. RFP EAD0126
Description: Reference Laboratory Services

4.0 CONTRACTOR REQUIREMENTS

- 4.1 Contractor shall provide a courier service for the pick-up of laboratory specimens from the locations listed in Exhibit A.
- 4.2 Contractor shall propose a solution for the storage of specimens awaiting pick-up.
- 4.3 Contractor shall perform lab tests in accordance Current Procedures Terminology (CPT) requirements.
- 4.4 Contractor shall have a secure online user portal to provide test results to the requesting City clinic/department by an encryption-protected electronic system. The City shall be able to access individual test results of patients and create general ad-hoc activity reports for requested time periods, for each account holder within each department, when needed.
- 4.5 Contractor shall protect all patient information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) at all times during the solicitation and contract period.
- 4.6 Contractor shall have a pathologist available by telephone during normal business hours (8:00 am to 4:45 pm) for consultation with the referring City staff Physician regarding pathology questions relevant to patient diagnosis and treatment.
- 4.7 Contractor shall employ pathologists to make medical interpretation and/or diagnosis regarding the anatomical specimens and provide written and electronic results to the referring Provider.
- 4.8 Contractor shall provide all required testing supplies to City testing locations listed in Exhibit A at no additional cost to the price listed on the bid sheet. The supplies shall include regular and pediatric test tubes, urine containers, needles, cytology items, microbiology, histology items, lock boxes, glucose, lab forms and other miscellaneous items, as needed. Contractor shall deliver all test items to the City within one (1) business day of City's request. If the City has to provide supplies at locations listed in Exhibit A, then the price of the supplies for each location will be deducted from the invoice total.
- 4.9 Contractor shall provide each City location with a directory of the lab services available and the interpretive guides for the test by CPT number. Directories shall be updated by the Contractor on an annual basis and a copy provided to each listed City location.
- 4.10 Contractor shall assign a unique identification designator for each City location. This designator of each City location will be used for tracking tests and for invoicing purposes for each department.
- 4.11 Contractor shall provide laboratory requisition forms that meet the testing needs of each City department. Contractor shall deliver laboratory requisition forms to the requested City location within one (1) business day of City's request.

Scope of Work
SOLICITATION NO. RFP EAD0126
Description: Reference Laboratory Services

- 4.12 Contractor shall provide complete lab testing services with draw stations at various locations within the City of Austin corporate limits, where employees can be sent to complete requested tests. Contractor's draw stations shall be generally accessible by public transportation and accessible to persons with disabilities in accordance with the Americans with Disabilities Act (ADA).
- 4.13 Each Contractor draw station shall provide a full range of phlebotomy services and have the capacity to support the City's required test needs. No City employees shall be turned away due to the draw station not having the proper supplies to do the test.
- 4.14 The Contractor shall use their established and standard critical values. Contractor shall only add, delete or otherwise adjust critical values upon written request of the City.
- 4.15 Contractor shall have the ability to pull up each employee in the system without it resulting in a "lost" request. More than two (2) lost requests per calendar year may result in cancellation of the contract.
- 4.16 Contractor should have the ability to see AFD, APD, and EMS employees within 20 minutes of checking in. Due to the nature of these first responders, the City needs to minimize the time they are considered out of service.

5.0 REPORTING OF LABORATORY RESULTS

5.1 Turnaround time

Contractor shall perform the services described below and provide test results to designated City personnel as tests are completed. Contractor shall report test results no later than the close of business the next business day except when:

- the test is a STAT order; or
- the test is not routinely performed; or
- the Contractor shall send the specimen to another reference laboratory; or
- the Contractor is provided an unlabeled or mislabeled specimen.

5.2 Prior Review of Results

Contractor shall review all test reports for possible errors by the reference laboratory BEFORE releasing results to the City. Test results shall include comments on testing of a suboptimal specimen.

5.3 STAT Results

Contractor shall report the results of STAT laboratory tests within three (3) hours from the time of phone notification by the City. If Contractor is unable to meet the specified turnaround time, the Contractor shall notify the requesting department/clinic of the reason for the delay and the time the results shall be available. STAT laboratory results to be reported

Scope of Work
SOLICITATION NO. RFP EAD0126
Description: Reference Laboratory Services

after the close of business shall be called to the requesting department/clinic. The requesting department/clinic shall provide (on the laboratory requisition form) the phone number where the appropriate City personnel can be reached.

5.4 Critical Abnormal Results

The Contractor shall immediately notify the City Provider of any critical abnormal test result, unless otherwise specified. If the critical abnormal test result is identified after the City's close of business, the Contractor shall report the results to the provider at the after-hours phone number provided on the lab request form.

6.0 DELIVERABLES

Deliverables	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria
Monthly Reports	Monthly reports shall include a Clinic and/or Program Area Volume Activity Report which shall reflect the patients' full name, date of birth, date of service, test service description, CPT code, test price (fee), City contract number, number of tests performed by clinic location and by program area, where applicable, and a Provider Activity Report which shall reflect the number and type of laboratory tests by site and by referring City Physician.	10 th working day following month of service	Electronically sent through a secure e-mail system in an Excel file or through a secured user portal access.
Quarterly Reports	Payer Source Activity Reports indicating the total number and type of laboratory tests, type of test by diagnosis, type of test by diagnosis and provider/physician, and type of test by department and associated costs shall be provided.	15 th day of January, April, July, and October of each year of contract period	Contractor shall present this information in a paper format and in either an Excel file or a flat ASCII-space delimited file, with file layout.
Report Error Corrections	Contractor shall correct any reported error (e.g., demographic, results, etc.)	1 hour of notification by City personnel	Goal is zero tolerance for errors. If the error rate is greater than two percent (2%), a written corrective action plan shall be provided to the City by the Contractor within three working days of request by the City. This corrective action plan shall include timelines for improvement, reporting and evaluation. Failure to sustain an acceptable error rate may result in cancellation of the contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0126**

PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on eight separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 1/2" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section 1

Tab 1 – City of Austin Purchasing Documents - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0510 Exceptions
- C. Section 0601 Price Proposal
- D. Section 0605 Local Business Presence Identification Form
- E. Section 0610 HIPAA Business Associate Agreement
- F. Section 0835 Non-Resident Bidder Provisions Form
- G. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

Tab 2 – Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 3 – Exceptions: List any exceptions that your company is making to the solicitation on form 0510 of the solicitation packet. Exceptions not listed on the form may not be considered. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 5 – Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Additionally, specifically include the following:

- State any violations regarding confidentiality of laboratory samples and include corresponding paperwork referencing the violations.
- Include information on your quality assurance, quality control, and quality improvement (QA/QC/QI) programs.
- Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
- List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0126**

- List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- Has your firm ever failed to complete any work awarded to you? If so, where and why?
- Has your firm ever been terminated from a contract? If so, where and why?

Tab 6 – Work Plan & Approach: This section shall describe the offeror's understanding of the City's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. Provide evidence that this approach has resulted in successful contracts in the past. Provide all details as required and any additional information that may have been omitted from the Scope of Work that you deem necessary to evaluate your proposal. This section shall include a discussion and justification of the methods proposed for each task identified in the Scope of Work and the technical issues that will or may be confronted at each stage of the project. The work plan description shall include a detailed proposed project schedule by task, a list of tasks, activities and/or milestones that will be employed to administer the contract, and the task assignments of staff members and level of effort for each linked to the Price Proposal. Provide your plan regarding the capacity of your laboratory to meet or exceed the expectations of Section 0500 Scope of Work 4.0, items 4.1.1 through 4.1.16 and 5.0 items 5.1.1 through 5.1.4. Additionally, include comprehensive information on section 4.4 regarding the secure online portal including screenshots, samples of reports, account holder information, etc. Make sure to redact any HIPPA sensitive information in your submittals.

Vendor shall include their Emergency Plan for the continuation of laboratory services in the event of a natural or man-made disaster.

Tab 7 – References: Provide customer references equivalent to the size and scope described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. Qualifications shall be fully met before the proposal has been submitted in order for response to be considered.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References shall include the following information:

- Name of Agency
- Contact name – Agency Contract Manager
- Contact telephone number and email
- Year contract was awarded and length of contract
- Budget/award amount of contract
- Scope and magnitude of contract
- Was contract successfully completed?

Tab 8 – Applicable Experience including Personnel Qualifications: Describe only relevant experience and individual experience for personnel who will be actively assigned to the contract. Do not include experience of personnel who will not be assigned to this contract. Do not include experience prior to 2000.

Include names and qualifications of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a brief explanation of each proposed staff's experience and qualifications including years of experience in their current position, educational background, certifications/accreditations they hold, and how resource time, work quality, and other priorities are managed. Provide all resumes.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0126**

Tab 9 – Location and Equipment: List out information pertaining to number of locations, address of locations, hours of locations, capacity of processing clients at each location, and equipment to be utilized under the awarded contract. Also include the number of full-service draw stations at each location within the City limits.

Tab 10 – Certifications: Include your Clinical Laboratory Improvement Amendments (CLIA) and the College of American Pathologists (CAP) laboratory certifications.

Tab 11 – Compliance: The Proposer shall state their compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Section 2

Part I - Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Part II - Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

Part III - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Part IV - Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

Part V – Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Section 3

Part I - Price Proposal: Information described in the following subsection is required from each Proposer. Your method of pricing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

Proposer shall submit one printed original of the completed price proposal provided in Section 0601 Price

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0126**

Proposal Sheet in the sealed envelope with the original paper copy Proposal. Please do not provide Section 0601 Price Proposal Sheet in the electronic copies. Proposer should provide pricing for each line listed on the form. Failure to submit pricing or use the provided form will result in the Offer being disqualified and not eligible for award. The City reserves the right to award by line item, section, to multiple vendors, or as a whole, whichever the City deems to be the most advantageous.

- i. Travel expenses are not allowable under this contract.

Section 4

1. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. **100 points.**

- (1) Total Evaluated Price (reference Section 3 Part 1) Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis **35 Points**
- (2) Work Plan & Approach (reference Section 1 Tab 6) **30 Points**
- (3) Applicable Experience including Personnel Qualifications (reference Section 1 Tab 8) **20 Points**
- (4) Location & Equipment (reference Section 1 Tab 9) **5 Points**
- (5) LOCAL BUSINESS PRESENCE **Maximum 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and price after submission. **Maximum 25 points.**

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

Copies: Submit one original paper copy of the price sheet in the original paper copy of proposal response

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the offer. The City reserves the right to award by line item, section, to multiple vendors, or as a whole, whichever the City deems to be the most advantageous.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Comprehensive Metabolic Panel	3,500	EACH		
2	CBC absolute WBC @ (L)	4,000	EACH		
3	CBC with diff w platelets	2,000	EACH		
4	BUN+Creatnine	500	EACH		
5	Culture routine	50	EACH		
6	Culture suspect	500	EACH		
7	Culture, Herpes	400	EACH		
8	Dilantin	10	EACH		
9	Electrolytes	10	EACH		
10	Ferritin	1,500	EACH		
11	Glucose	2,500	EACH		
12	Gonorrhea/Chlamydia NAAT: *urine/vaginal swab	11,000	EACH		
13	Gonorrhea/Chlamydia NAAT: *rectal and pharyngeal	4,000	EACH		
14	HBV core Ab Total (st)	1,600	EACH		
15	Hemoglobin A1C	1,000	EACH		
16	HEP A Ab qualitative	1,000	EACH		
17	HEP C Ab	250	EACH		
18	HEP B surf/ag/ab	3,000	EACH		
19	HEP B Core tot ab	1,700	EACH		
20	HEP C RNA	500	EACH		
21	HSV type-specific 1/2 ab/igg	1,000	EACH		
22	Hepatitis Profile	500	EACH		
23	HIV AG/AB Combo	2,000	EACH		
24	Iron/IBC	20	EACH		
25	Lead, venous (RB)	1,000	EACH		
26	Lipid Panel	2,000	EACH		
27	Liver Panel	1,500	EACH		
28	Mumps Virus IgG	750	EACH		

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

29	PSA, Total	1,000	EACH		
30	Phenobarbital (phenytan)	5	EACH		
31	Prothrombin Time	20	EACH		
32	PTT	20	EACH		
33	Quantiferon TB Gold	1,500	EACH		
34	Reflex Hepatitis	50	EACH		
35	RPR	1,300	EACH		
36	Rubella Ab	1,000	EACH		
37	Rubeola IgM Antibody	750	EACH		
38	Schistosoma	100	EACH		
39	Strongyloides	200	EACH		
40	T3 Free	20	EACH		
41	T4 Free	20	EACH		
42	Tegratol (carbamepine)	10	EACH		
43	TPPA	15	EACH		
44	TSH	50	EACH		
45	Uric Acid	160	EACH		
46	Urinalysis	3,000	EACH		
47	Varicella Zoster IgG (st)	2,000	EACH		

Drug levels for:

48	EMB	100	EACH		
49	INH	150	EACH		
50	PZA	150	EACH		
51	Rifampin	100	EACH		

TOTAL PRICE

FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL OFFEROR IN THE FUTURE THAT ARE NOT LISTED ON THIS PRICE PROPOSAL SHEET. USE EXHIBIT B TO TO SUBMIT PRICING FOR TESTS NOT LISTED ABOVE.

City Of Austin

Exhibit A

Current Locations

Location	Printer/ Fax	Courier	Service Directory	Lock Box
Communicable Disease Clinic 15 Waller Street Austin ,TX 78702	Yes	Yes	Yes	Yes
Refugee Health Screening Clinic 1000 Toyath Street Austin, TX 78703	Yes	Yes	Yes	Yes
Austin Fire Department Wellness Center 517 S. Pleasant Valley Road Austin, TX 78741	Yes	Yes	Yes	Yes
Emergency Medical Services Wellness Center 517 S. Pleasant Valley Road Austin, TX 78741	Yes	Yes	Yes	Yes
Austin Police Department 715 E. Eight Street Austin, TX 78701	Yes	No	Yes	No

Exhibit B

FOR INFORMATIONAL PURPOSES ONLY - Additional Tests Offered			
Add additional pages if necessary			
#	Test Name	CPT Code	Price Per Test
1			
2			
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**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP EAD0126

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 3 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

This Agreement is made and entered into between the City of Austin (“City”) and the person or entity identified in the signature block below (the “Business Associate”), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. **“HIPAA Rules”** and/or **“HIPAA”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **“Individually Identifiable Health Information”** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **“Protected Health Information”** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **“Agent”** and **“Subcontractor”** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate’s responsibilities under its services agreement with the City.
- E. **“Business Associate”** shall have the same meaning as the term “business associate” set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in “marketing,” as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate’s obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate’s facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
 - i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126**

- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire on the last day of the contract. The City may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126**

- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	To the Business Associate:
Name: _____	Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

- D. **Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

THE BUSINESS ASSOCIATE:

By: _____
[Signature]

By: _____
[Signature]

Name: _____

Name: _____

Title: _____

Title: _____

Organization Name: _____

Date: _____

Date: _____

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

Copies: Submit one original paper copy of the price sheet in the original paper copy of proposal response

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the offer. The City reserves the right to award by line item, section, to multiple vendors, or as a whole, whichever the City deems to be the most advantageous.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Comprehensive Metabolic Panel	3,500	EACH		
2	CBC absolute WBC @ (L)	4,000	EACH		
3	CBC with diff w platelets	2,000	EACH		
4	BUN+Creatnine	500	EACH		
5	Culture routine	50	EACH		
6	Culture suspect	500	EACH		
7	Culture, Herpes	400	EACH		
8	Dilantin	10	EACH		
9	Electrolytes	10	EACH		
10	Ferritin	1,500	EACH		
11	Glucose	2,500	EACH		
12	Gonorrhea/Chlamydia NAAT: *urine/vaginal swab	11,000	EACH		
13	Gonorrhea/Chlamydia NAAT: *rectal and pharyngeal	4,000	EACH		
14	HBV core Ab Total (st)	1,600	EACH		
15	Hemoglobin A1C	1,000	EACH		
16	HEP A Ab qualitative	1,000	EACH		
17	HEP C Ab	250	EACH		
18	HEP B surf/ag/ab	3,000	EACH		
19	HEP B Core tot ab	1,700	EACH		
20	HEP C RNA	500	EACH		
21	HSV type-specific 1/2 ab/igg	1,000	EACH		
22	Hepatitis Profile	500	EACH		
23	HIV AG/AB Combo	2,000	EACH		
24	Iron/IBC	20	EACH		
25	Lead, venous (RB)	1,000	EACH		
26	Lipid Panel	2,000	EACH		
27	Liver Panel	1,500	EACH		
28	Mumps Virus IgG	750	EACH		

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

29	PSA, Total	1,000	EACH		
30	Phenobarbital (phenytan)	5	EACH		
31	Prothrombin Time	20	EACH		
32	PTT	20	EACH		
33	Quantiferon TB Gold	1,500	EACH		
34	Reflex Hepatitis	50	EACH		
35	RPR	1,300	EACH		
36	Rubella Ab	1,000	EACH		
37	Rubeola IgM Antibody	750	EACH		
38	Schistosoma	100	EACH		
39	Strongyloides	200	EACH		
40	T3 Free	20	EACH		
41	T4 Free	20	EACH		
42	Tegratol (carbamepine)	10	EACH		
43	TPPA	15	EACH		
44	TSH	50	EACH		
45	Uric Acid	160	EACH		
46	Urinalysis	3,000	EACH		
47	Varicella Zoster IgG (st)	2,000	EACH		

Drug levels for:

48	EMB	100	EACH		
49	INH	150	EACH		
50	PZA	150	EACH		
51	Rifampin	100	EACH		

TOTAL PRICE

FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL OFFEROR IN THE FUTURE THAT ARE NOT LISTED ON THIS PRICE PROPOSAL SHEET. USE EXHIBIT B TO TO SUBMIT PRICING FOR TESTS NOT LISTED ABOVE.

CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSAL

EAD 0126

REFERENCE LABORATORY SERVICES

APRIL 14, 2016

CLINICAL PATHOLOGY LABORATORIES, INC.



CLINICAL PATHOLOGY
LABORATORIES

A Sonic Healthcare Company

April 14, 2016

Ms. Erin D'Vincent
City of Austin, Municipal Building
Purchasing Office
Solicitation EAD0126
124 W. 8th Street, Rm 308
Austin, Texas 78701

Dear Ms. D'Vincent,

Thank you for your interest in Clinical Pathology Laboratories, Inc. (CPL). We are proud to be Austin's only full-service laboratory and the third largest laboratory in the United States. Due to our local presence, we have been able to provide The City of Austin and your patients superior quality testing, a personalized and high level of Customer Service, state-of-the-art Information Technology, and competitive pricing for several decades.

CPL has been working with the local medical community for over 60 years, building relationships between our pathologists and local physicians. With 39 pathologists located in our laboratory and in local hospitals, CPL is able to consult with you regarding patient cases and the most recent advances seven days a week. In addition, we invite you to visit our laboratory for a tour that will allow you to see our vast testing capabilities and to meet with our Medical Director, Dr. Mark Silberman, and our entire medical and laboratory team.

Since we are conveniently located in Austin, we are able to provide you and your patients two-hour STAT testing, weekend, after-hours, and holiday laboratory testing service, 365-day courier service, as well as back-up support for your internal laboratory.

We look forward to the opportunity of continuing to serve you and your patients. Should you have any questions, please call me at any time at 512-873-1626.

Sincerely,

Stephen R. Shumpert
President
Clinical Pathology Laboratories, Inc.
Chief Executive Officer
Sonic Healthcare USA

TABLE OF CONTENTS

SECTION 1

1. City of Austin Purchasing Documents
 - A. Signed Offer Sheet
 - B. Section 0510 Exceptions
 - C. Section 601 Price Proposal
 - D. Section 0605 Local Business Presence Identification Form
 - E. Section 0610 HIPAA Business Associate Agreement
 - F. Section 0835 Non-Resident Bidder Provisions Form
 - G. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form
2. Authorized Negotiator
3. Exceptions
4. Executive Summary
5. Business Organization
6. Work Plan & Approach
7. References
8. Applicable Experience including Personnel Qualifications
9. Location and Equipment
10. Certifications
11. Compliance

SECTION 2

1. Local Business Presence
2. Proposal Acceptance Period
3. Proprietary Information
4. Exceptions
5. Proposal Preparation Costs

SECTION 3

1. Price Proposal

SECTION 1

SECTION 1

Tab 1 – City of Austin Purchasing Documents

- A. Signed Offer Sheet
- B. Section 0510 Exceptions
- C. Section 0601 Price Proposal
- D. Section 0605 Local Business Presence Identification Form
- E. Section 0610 HIPAA Business Associate Agreement
- F. Section 0835 Non-Resident Bidder Provisions Form
- G. Section 0900 Minority and /Women-Owned Business Enterprise (MBE/WBE)
Procurement Program No Goals Form



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: EAD0126

DATE ISSUED: 3/21/16

REQUISITION NO.: 15090800508

COMMODITY CODE: 9485583

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent
Senior Buyer Specialist
Phone: (512) 974-3070
E-Mail: Erin.DVincent@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Reference Laboratory
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME
AND DATE:** 4/1/16, 9 AM, local time

LOCATION: 4201 Ed Bluestein Blvd, Austin, TX 78721
1st Floor, EMS Classroom D

CALL IN INFORMATION: (512) 974-9300
Participant Code: 895571

PROPOSAL DUE PRIOR TO: 4/14/16, 2:00 PM, local time

PROPOSAL OPENING TIME AND DATE: 4/14/16, 2:15 PM,
local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed Solicitation # EAD0126	Purchasing Office-Response Enclosed for Solicitation # EAD0126
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL PAPER COPY AND 8 ELECTRONIC COPIES IN PDF ON 8 FLASH DRIVES
OF YOUR RESPONSE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	4
0510	EXCEPTIONS	1
0600	PROPOSAL PREPARATION INSTRUCTIONS	4
0601	PRICE PROPOSAL	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0610	HIPAA BUSINESS ASSOCIATE AGREEMENT	5
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Exhibit A	Locations	1
Exhibit B	Additional Tests Offered	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of

the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Clinical Pathology Laboratories, Inc.

Company Address: 9200 Wall Street


City, State, Zip: Austin, TX 78754

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Stephen R. Shumpert

Title: President

Signature of Officer or Authorized Representative: 

Date: 

Email Address: SHUMPERT@CPLLABS.COM

Phone Number: 512-339-1275

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Clinical Pathology Laboratories, Inc.	
Physical Address	9200 Wall Street, Austin, TX 78754	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NMS Labs	
Physical Address	3701 Welsh Road, Willow Grove, PA 19090	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	ARUP Laboratories	
Physical Address	500 Chipeta Way, Salt Lake City, UT 84108	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. **"HIPAA Rules"** and/or **"HIPAA"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **"Agent"** and **"Subcontractor"** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
- E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126**

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
 - i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire on the last day of the contract. The City may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
SOLICITATION NUMBER: RFP EAD0126

- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	To the Business Associate:
Name:	Name: Clinical Pathology Laboratories, Inc.
Phone:	Phone: 512-339-1275
Fax:	Fax: 512-873-5050
Email:	Email: SHUMPERT@CPLLABS.COM

- D. **Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By: _____
[Signature]

Name: _____

Title: _____

Date: _____

THE BUSINESS ASSOCIATE:

By:  _____
[Signature]

Name: Stephen R. Shumpert

Title: President

Organization Name: Clinical Pathology Laboratories, Inc.

Date: 4/14/16

Section 0835: Non-Resident Bidder Provisions

Company Name Clinical Pathology Laboratories, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: EAD0126

PROJECT NAME: Reference Laboratory Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☒ _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Clinical Pathology Laboratories, Inc.

Company Name

Stephen R. Shumpert, President

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	EAD0126
PROJECT NAME:	Reference Laboratory Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Clinical Pathology Laboratories, Inc.		
Address	9200 Wall Street		
City, State Zip	Austin, TX 78754		
Phone Number	512-339-1275	Fax Number	512-873-5050
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Stephen R. Shumpert, President

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	NMS Labs, Willow Grove, PA		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input checked="" type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person	Ron Fazio	Phone Number	215-657-4900
Amount of Subcontract	\$ less than 1% of bid		
List commodity codes & description of services	TB Drug levels		

Sub-Contractor / Sub-Consultant	ARUP Laboratories, Salt Lake City, UT		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input checked="" type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person	Edward Ashwood, M.D.	Phone Number	800-242-2787
Amount of Subcontract	\$ less than 1% of bid		
List commodity codes & description of services	Parasitic Antibody levels		

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

SECTION 2

Part I—Local Business Presence

CPL's corporate office and main laboratory are located in the Austin Corporate City limits at 9200 Wall Street, Austin, Texas 78754, giving us a Local Business Presence.

We have been in Austin since the beginning of CPL in 1948; in fact Dr. Charles Pelphrey, the founder of CPL, was the first pathologist in central Texas.

CPL is proud to employ residents of the City of Austin and will continue to use employees that reside in the city of Austin, Texas, to support this contract. We currently employ over 800 local residents from our community.

Section 0815: Living Wages Contractor Certification

Company Name Clinical Pathology Laboratories, Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Lisa Davis	Territory Manager
Tony Jones	Vice President

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Tab 2 – Authorized Negotiator

I have the authority granted by CPL and Sonic Healthcare to contractually obligate our organization in an Agreement with The City of Austin. Furthermore, I have the authority to negotiate the contract with your organization on behalf of CPL. My contract information is as follows:

Stephen R. Shumpert
President
Clinical Pathology Laboratories, Inc.
Chief Executive Officer
Sonic Healthcare
9200 Wall Street
Austin, Texas 78754
P: 512-873-1629
F: 512-873-5069
E: Shumpert@cpllabs.com

Tab 3 – Exceptions

CPL is not making or requesting any exceptions to the solicitation on the Attached City of Austin Purchasing Office Exceptions Form of the Solicitation Packet.

Tab 4 – Executive Summary

Clinical Pathology Laboratories, Inc. is very interested in continuing to work with The City of Austin. Since we both have roots in the local community, we realize the importance of taking care of our fellow patients and supporting the local community where we all live.

CPL has 27 Patient Service Centers and 3 STAT labs to best serve your patients. CPL is proud that 96% of all routine tests are resultd out the next morning to you by 7:00 a.m. Our two-hour STAT lab turnaround times and our Same Date testing options make receiving your results even more efficient.

With approximately 150 phlebotomists at our Patient Service Centers, we are ready to serve your patients six days a week. We will provide each of your clinics with detailed maps to help them find the closest PSC to their homes or offices.

CPL works with over 85% of the medical clinics and hospitals in Austin, giving us the highest client retention in the state. We take care of our clients' needs and think of possible solutions and issues before they even have to enter into your consideration.

This, combined with our local service and exemplary testing quality, is why CPL has worked with Austin physicians since 1948. We have the foundation and history to continue taking care of your clinics and patients with the same high standards that we share. There is no comparison between CPL and other laboratories when it comes to client and patient care.

CPL's main laboratory is located in northeast Austin and also houses all of our executive, administrative and pathology offices. Everyone from our President and Pathologists to our Customer Service and Courier departments work in the same building, providing you with superior customer service.

Our Customer Service Team answers all phone calls from our clients and patients, choosing to help you immediately instead of offering voice mail for you to leave messages. We constantly monitor hold times and strive to answer your calls with less than a 30-second delay. Customer Service is able to assist you from 6:00 a.m. to 8:30 p.m. weekdays and 8:00 a.m. to 2:00 on Saturdays. Our goal is to have 24-hour, 7 day-a-week Customer Service hours beginning this summer.

In addition, our 39 Board-Certified Pathologists are available to consult with your physicians at any time. They are also available 24 hours a day, 7 days a week. We invite you to tour our laboratory with our esteemed Medical Director, Mark Silberman, M.D., to witness our commitment to quality first-hand.

CPL has the largest full-service courier network in central Texas. CPL shall continue to provide you with couriers to include the pick-up, transport, and delivery of specimens in a HIPAA-compliant manner. Courier service is provided on all holidays except for three major holidays. All CPL courier vehicles and transporting tools equipped for the storage and transportation of frozen and/or refrigerated clinical specimens.

CPL shall continue to provide education and in-service training, as deemed necessary by The City of Austin. We shall provide thorough educational in-services to all facilities on a regular basis. One of CPL's strengths is our continual training programs on specific topics that will benefit your employees and enhance your patient care. Lisa Davis, your Territory Manager, will visit each of your clinics and perform regular in-services and quality checks. She will also continue to be responsible for your daily service needs.

CPL has interfaced with hundreds of clinics and their EMRs. We would be interested in doing the same with each of your clinics, or you can continue utilizing your current method of ordering tests and receiving results. Some of your clinics receive their results via fax, while others use our on-line reporting system, Atlas. We offer the flexibility for you to choose for each of your clinics.

Tab 5 – Business Organization

Organizational Structure

CPL's Organization Structure, as shown in the following diagram, includes our full laboratory, executives, and the laboratory and service personnel with whom The City of Austin will be interacting on a regular basis. CPL's corporate office and laboratory are located at 9200 Wall Street, Austin, Texas, 78754.

Clinical Pathology Laboratories, Inc. (CPL) is part of the Sonic Healthcare federation of laboratories. We are wholly owned by Sonic Healthcare Investments GP of Australia. CPL is a corporation.

- A. Any breaches of confidentiality, however unintentional, is handled by our strict HIPAA guidelines as developed by Compliance and Risk Management .
- B. CPL has an esteemed Quality Assurance program that is overseen by our Quality Management (QM) Committee. This Committee is headed by Nancy Stratton, Vice President of Quality Improvement and Risk Management. Other committee members include our Medical Director, Dr. Mark Silberman; Vice President of Technical Services, Dr. Romeo Solano; Vice President of Operations, Tony Jones; Phlebotomy Manager, Jackie Hadac; Laboratory Manager, Michael Callaway, in addition to other laboratory personnel. The QM Committee meets monthly to review Quality Management Monitors throughout the laboratory. We discover the root problem of each incident and then take appropriate action to resolve the problem, better train the employee and follow through with the client.
- Quality Management Objectives:
 - Monitor and evaluate the quality of all CPL processes
 - Monitor and evaluate indicators regarding patient safety goals
 - Identify and correct problems
 - Assure accurate, reliable and prompt reporting of results
 - Assure the adequacy and competency of our staff
 - Continuously improve the quality of our services
- Duties of our Quality Management Team include:
 - Review and update of the laboratory wide quality improvement plan
 - Review of any Quality Management problems reported by incident forms or by CPL staff
 - Monitor progress, as a laboratory organization, in quality management
 - Develop and implement training opportunities as appropriate for the organization
- Responsibility:
 - The responsibility for assuring and improving quality lies with every member of the laboratory team.
 - CPL's Laboratory Director and management team are responsible for the general overall quality of all laboratory services.

- Responsibility for the daily quality of the testing process is delegated to the supervisors and their department staff.
 - Key indicators should monitor activities critical to patient outcomes and/or affect many patients. CPL must document evaluation of indicators by regularly comparing performance against available benchmarks. The number of monitored indicators should be consistent with CPL's scope of care.
- The following key quality indicators listed below are used to measure our laboratory performance in a consistent manner and are important to our clinicians and patients as indices of care:
 - Patient Specimen Identification
 - Test Order Accuracy
 - Specimen Acceptability
 - STAT Test Turnaround Time
 - Critical Value Reporting
 - Customer Satisfaction
 - Corrected Reports
 - Customer Satisfaction
 - Surgical Pathology/Cytology Specimen Labeling
 - If there is evidence of sub-standard care or if target performance levels are not being met, we follow through on documented follow-up action. Communication of information is considered vital and is carried throughout all affected departments.
 - Our pathologists and technical staff meet on a weekly basis with Dr. Mark Silberman, our Medical Director, to discuss patient care issues. We track over 40 quality and service monitors on a monthly basis, always seeking to improve our quality and service to you.
- C. Clinical Pathology Laboratories, Inc. is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.
- D. There have not been any bankruptcy petitions (voluntary or involuntary) which have been filed by or against CPL, its parent or subsidiaries, predecessor organization (s), or any wholly-owned subsidiary during the past five (5) years.
- E. Any claims, arbitrations, administrative hearings and/or lawsuits either brought by us or against us are subject to strict confidentiality requirements; therefore, we cannot provide the details requested. Our review of such matters indicates that they have all occurred in the normal course of business and would have no impact on our ability to perform the requested solicitation by The City of Austin.
- F. There have been no Criminal Proceedings against CPL.
- G. CPL has never failed to complete any work that it has been awarded.
- H. CPL has never been terminated from a contract.

Tab 6—Work Plan & Approach

CPL fully understands the City's requirements, including the results intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed.

This is evident in the City's current working Agreement with CPL. We are proud to be partners with the City and to offer them laboratory services at each of their five sites. Besides providing the tests that were listed in the City's last Agreement, CPL has added additional tests as has been requested by the City. This includes adding pricing instantly to the Agreement, along with any other services, as needed.

We do not see any milestones that will have to be employed to administer the contract, since we are already servicing your sites. We already have all the staff, policies, and procedures in place to serve all of your patients and sites.

In addition, since we already are working together, the City will not need to spend time or resources transitioning to a different laboratory. You will not have to worry about missing any services due to a transition.

Contractor Requirements

4.1 Courier Service

CPL has the largest full-service courier network in central Texas. CPL shall, at no cost, provide courier service to include the pick-up, transport, and delivery of specimens in a HIPAA compliant manner.

We will follow the regular schedule as described in Exhibit, as you have already been receiving, unless you wish to make agreeable changes. Services shall include all holidays except three (3) major holidays, which are Thanksgiving, Christmas and New Year's Day.

All CPL couriers' vehicles and transporting tools are equipped for the storage and transportation of frozen and/or refrigerated clinical specimens.

4.2 CPL will provide lock boxes for all after-hour pick-up services of specimens.

4.3 CPL shall perform all lab tests in accordance with Current Procedures Terminology (CPT) requirements.

4.4 Some of The City of Austin clinics currently utilize CPL's online portal called Atlas, which is an encrypted-protected electronic system. This secure online portal is available to all City clinics and departments for the ordering of tests and the reporting of results. Atlas allows the City to access individual test results of patients and create ad-hoc activity reports for requested time period, for each account holder within each department, when needed.

CPL uses a secure web interface to receive orders into Atlas; this is then sorted on our dedicated database server. As the results are returned, they are also entered into this database and can be accessed through the same secure web interface.

To help answer questions from the City, CPL has an Atlas/Interface help desk and support team that answers interface support issues and questions. This support line is staffed Monday through Friday from 7:00am to 5:30pm. We have coverage for after-hours from the Sonic Healthcare USA support team.

Attached are examples of Atlas Order and Results, in addition to Atlas Training Guides.



New Lab Order

To place a New Lab Order,

1. Use the Patient Search feature to locate and select a patient
2. Click **New Lab Order** on the Patient Search screen or on the patient's Demographics screen to open the New Lab Order screen.
3. Click **Continue** on the Order Info tab of the New Lab Order screen to open subsequent tabs for test selection, ICD-9 coding, and to answer Questions.

Step 1: Patient Search

1. Select Patient Search from the Patients menu to open the Patient Search screen.
2. Enter the patient's last name and first name, separated by a comma, or the patient ID number in the Patient field. (Use the first few letters of a patient's last name or the first few characters of the patient's ID for a wide-range search.)
3. Click **Search** to display a list of matching records. Refer to the New Patient Record section of this guide if the patient's record cannot be located.
4. Select the patient's name on the list.
5. Click **New Lab Order** to open the Order Info tab of the New Lab Order screen.

Step 2: Order Information

Many of the fields on the Order Info tab are automatically populated with data from the patient's record.

1. Add or change information as needed.
2. Click **Continue** to save the Order Information and open the Tests tab.

Step 3: Tests

Select a test to add to the order by clicking the check box next to the name of the test in the Test Short List section of the tab.

If a required test does not appear in the Test Short List section, search for and select a test from the All Tests drop-down list.

1. Choose a filter by option for the Tests field.
2. Based on the option selected, enter the first few characters of the test Code, Name, or Mnemonic in the field.
3. Open the drop-down list to display tests that match the criteria entered.
4. Select the desired test from the list to add it to the order.

5. Click **Continue** when test selection is complete.

If Questions and/or ICD-9 forms are not required for any of the selected tests, the order is automatically saved and the requisition and bar code label printing process begins. When the printing process is completed, the order is automatically queued for transmission to the lab.

Step 4: ICD-9s (If Applicable)

The ICD-9 tab opens whenever coding is required for at least one of the ordered tests. Select ICD-9 codes from the short list to apply the code to the selected tests, or follow the steps below to search for ICD-9 codes.

1. Select a test on the list.
2. Choose a filter by option for the ICD-9 field.
3. Based on the option selected, enter the first few characters of the ICD-9 Code, Name, or Mnemonic in the field.
4. Open the drop-down list to display ICD-9 codes that match the criteria entered.
5. Select the appropriate ICD-9 code to apply it to the test.
6. Click **Continue**.

If no other forms are required, the order is automatically saved, the requisition and bar code printing process starts, and the order is queued for transmission to the lab.

Test Fails LMRP

If an ICD-9 code that is applied to an ordered test fails to meet LMRP (Local Medical Review Policy) rules, the list of tests will be re-displayed with the word "FAILED" in the LMRP column for each test that failed. The user is prompted to select an option to proceed with or cancel the order.

Step 5: Questions (If Applicable)

If any selected tests require additional information, the Questions tab opens automatically.

1. Select options or enter values for any questions.
2. Click **Continue** to save the order.
This starts the requisition and bar code printing process, and queues the order for transmission to the lab.



New Patient Record

Step 1: Verify that the Patient is New

1. Click Patient Search on the Patients menu.
2. Enter the patient's name (LAST, FIRST) in the Patient field.
3. Click Search.
4. If a record is not found, click the New Patient link to open a blank record in the Patient Demographics screen.

Step 2: Enter Patient Detail Information

1. Select the Billing Type from the drop-down list.
2. Enter the required information (highlighted fields) and other pertinent information about the patient.
3. Click Save.
4. Click the Guarantor link to add guarantor information. (If Guarantor information is the same as the patient information, click Copy from Patient in the Guarantor Information dialog box to transfer the information.)

Step 3: Enter Patient Insurance Information

1. Click the Insurance tab.
2. Select an option for the type of providers to display.
3. Select a Primary Insurance provider from the drop-down list.
4. Enter the policy number.
5. Enter Secondary Insurance provider information if applicable.
6. Click Save.

View Lab Report

Step 1: Search Lab Reports

1. Select Reports from the Results menu.
2. Search for the desired patient in the Patient lookup in the Search Criteria tab.
3. Enter other pertinent information about the report in the corresponding fields.
4. Click Search.

Step 2: View Lab Report

Based on the search criteria provided in the Search Criteria tab, the list of reports automatically opens in the Reports tab.

To view the tests and issues related to a particular report,

1. Select the desired report from the table.
 2. Click on Result List to view results.
 3. Click the Test tab below the Reports table to view the tests.
 4. Click the Issues tab below the Reports table to view the issues. You can filter the issues by the following options:
- All Issues
 - Require Action
 - No Action Required

Welcome to Atlas


Client Training:
Sending lab orders to the PSC

Atlas Website

<https://econnect.cpllabs.com>

EConnect - Log In - Windows Internet Explorer

<http://test-econnect.cpllabs.com/lwlogin/lwlogin.htm?EnvNamespace=ENV&IpAddress=192.168.20.147>

 **CLINICAL PATHOLOGY
LABORATORIES**

User Name

Password

Copyright 1994-2010 · [Atlas Development Corporation](#) · All Rights Reserved.

[ActiveX Installation & Browser Settings](#)

Internet 100%

Enter User Name and Password

This information is used to identify the user as well as the functions available to the user. Press "Login".
Note: It is recommended that each person accessing Atlas log in with their own user name and password.

*Suggested User Name Format: **First Initial** of the users **First Name** and **Last Name**.*

Example: John Smith - jsmith

The screenshot shows a web browser window titled "EConnect - Log In - Windows Internet Explorer". The address bar displays the URL: <http://test-econnect.cpllabs.com/lwlogin/lwlogin.htm?EnvNamespace=ENV&ipAddress=192.168.20.147>. The main content area has a light blue background. In the center, there is a white rectangular box containing the login form. At the top left of this box is the "CLINICAL PATHOLOGY LABORATORIES" logo, which consists of a red and blue stylized 'S' icon followed by the text "CLINICAL PATHOLOGY" in blue and "LABORATORIES" in red. Below the logo are two input fields: "User Name" and "Password". Both fields have a yellow border and a blue background on the right side. Below the input fields are two buttons: "Login" and "Exit". The "Login" button has a yellow border, while the "Exit" button has a blue border. At the bottom of the white box, there is a copyright notice: "Copyright 1994-2010 Atlas Development Corporation. All Rights Reserved." and a link: "[ActiveX Installation & Browser Settings](#)". The browser's status bar at the bottom shows "Internet" and "100%".

Site Selection

- If the user is defined to one site, that site is automatically selected and this screen will not appear: Atlas will open directly to the “Patient Search” page.
- If the user is defined for multiple sites the desired site must be selected from the screen.

Please Select a Site

☒ Site Name ☐ Site ID

Site Name	Site ID	Unread Reports
OAKWOOD HOMES CORP	7736	-
OAKWOOD SURGERY CENTER	20041	-
OAKWOOD SURGERY/EMPLOYEE	20529	-
OAKWOOD WOMEN'S CENTER	41507	-

- After site is selected press “Login”.

Creating A New Patient

- First, search to see if the patient already exists in Atlas.
- Enter the patient's name into the "Patient Field" (1)
- If the patient does not currently exist "No Patient Found" will appear on the screen (2)

EConnect - Patient Search - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help

Patient Search

Patient: Prim. Phys:

Lookup By

Patient Search Clear ☐ Recently Selected Patient

Name ID SSN

A red box highlights the "Patient" input field and the "Search" button. A red number "1" is placed next to the "Clear" button.

EConnect - Patient Search - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help

Patient Search

Patient: Prim. Phys: DOB-Age: SSN:

Lookup By

Patient TEST,PATIENT Search Clear ☐ Recently Selected Patient

Name ID SSN DOB

2

No Patient Found

A red box highlights the "No Patient Found" message. A red number "2" is placed next to the box.

If the patient is not currently in the system select:

“New Patient”

EConnect - Test Site - Patient Search - Windows Internet Explorer

http://test-econnect.cpllabs.com/wwwebapps/fsetex.htm?userId=rblingame&loginSessionId=2337&sessionPhys

**CLINICAL PATHOLOGY
LABORATORIES**

Patients Orders Results User Help

Patient Search

Patient: DOB-Age:
Prim. Phys: SSN:

Lookup By

Patient TEST,AUSTIN Search Clear ☐ Recently Selected Patie

Name	ID	SSN	DOB
No Patient Found			

New Patient Demographics Insurance New Stat

Selecting: "New Patient" will open the "Patient Demographic" Page

EConnect - Test Site - Ordered Tests Detail - Windows Internet Explorer

http://test-econnect.cpllabs.com/wwwebapps/fsetex.htm?userId=rurlingame&loginSessionId=2337&sessionPhysician=8&dbNamespace=60&loginNamespace=ENV&nsDisplayName=CPL%20Test%20S

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Help Send Orders Previous Log Out

Patient Demographics

Patient: Prim. Phys: DOB-Age: SSN: ID: Gender:

Details Insurance

Details **Required Fields**

Billing Type Address

Prefix

Name (L F M) TEST AUSTIN

Suffix

AKA

City

Marital Status

State ZIP Code

Patient ID 060000832

SSN

Phone #

DOB

E-mail

Primary Physician

Drivers License

Gender

Language

Ethnicity

Notes

Guarantor MRN List Questionnaires New Patient Unlock Forwarded Patient New Lab Order Save

Unassigned Insurance Providers

Insurance Provider Name	Insurance Provider Type	Pre Approved/Local	Policy#	Group#

Assign Insurance Provi... Remove Insurer View Insurance Provider...

Patient QuickLinks

- Lab Reports
- Cumulative Reports
- Order History
- Demographics
- New Order

Show More Links

Patient Search

Order Search

Lab Report Search

Test Catalog

Done Internet 100%

Patient Demographics

- Required Fields will be highlighted in yellow
- The "Billing Type" will default blank (1)
- When "Billing Type" is selected, required fields will turn yellow. (2)
- Complete all required information to move forward.
- For "DOB": Format of 070450 may be entered. Atlas will auto format the information to: 07/04/1950
- Tabbing from "Address" field to "Zip Code" will allow the "City" to auto populate.
- For Phone#: format of 5128731600 may be entered. Atlas will auto format the information to: (512)873-1600.
- The user will not be allowed to save until all the required information is provided.

• *Tip: Tabbing through this page will be more efficient than using the mouse to press from required field to required field.*

EConnect - Ordered Tests Detail - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Patient Demographics Patient: Prim. Phys: DOB-Age: SSN: ID: Gender:

Details Insurance

Required Fields

Billing Type [] Address []

Prefix [] City []

Name (L F M) TEST PATIENT State [] ZIP Code []

Suffix [] Phone # []

AKA [] E-mail []

Marital Status [] Drivers License []

Patient ID 060000022 Notes []

SSN []

DOB []

Primary Physician []

Gender []

Language []

Ethnicity []

Unassigned Insurance Providers

Insurance Provider Name Insurance Provider Type Pre Approved/Local Policy# Group#

Assign Insurance Provider... Remove Insurer View Insurance Provider...

Done Internet 100%

EConnect - Ordered Tests Detail - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Patient Demographics Patient: Prim. Phys: DOB-Age: SSN: ID: Gender:

Details Insurance

Required Fields

Billing Type Insurance Address 9200 Wall St

Prefix [] City AUSTIN

Name (L F M) TEST PATIENT State TX ZIP Code 78754

Suffix [] Phone # (512)873-1600

AKA [] E-mail []

Marital Status [] Drivers License []

Patient ID 060000022 Notes []

SSN []

DOB 07/04/1950

Primary Physician []

Gender Female

Language []

Ethnicity []

Unassigned Insurance Providers

Insurance Provider Name Insurance Provider Type Pre Approved/Local Policy# Group#

Assign Insurance Provider... Remove Insurer View Insurance Provider...

Done Internet 100%

Insurance Information

- Required fields will be highlighted in yellow
- If the patient's insurance does not have a group number, enter "0" (zero) in this field. (1)
- If the subscriber is the same as the patient, press the "copy subscriber information from patient" link. This will auto populate those required fields with the information that was entered on the patient information field. (2)
- Once all required fields have been completed, select "Save" (3)

EConnect - Ordered Tests Detail - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Patient: Prim. Phys: DOB: Age: SSN: ID: Gender:

Patient QuickLinks

Lab Reports
Cumulative Reports
Order History
Demographics
New Order

Details Insurance

Insurance Providers Pre-Approved Local

Required Fields

Primary Insurer Show Secondary Insurer

Insurer filter by: Medicare Medicaid Clear Insurer Data

Network BLUE SHIELD OF TEXAS Status

Responsible Party (L F MI) TEST PATIENT Policy = ZGA1234567

Issue Date Expires Group ID = 0

Subscriber (L F MI) TEST PATIENT Relationship Self

Address 9200 Wall St Gender Female

City, State ZIP Code AUSTIN, TX 78754 SSN

DOB 07/04/1950

Phone (512)873-1600

Employer

Copy Subscriber Information From Patient

Guarantor MRN List Questionnaires New Patient Unlock Forwarded Patient New Lab Order Save

Unassigned Insurance Providers

Insurance Provider Name	Insurance Provider Type	Pre Approved/Local	Policy#	Group#
-------------------------	-------------------------	--------------------	---------	--------

Assign Insurance Provider... Remove Insurer View Insurance Provider...

New Lab Order

Complete the required information and select “Save”. The “New Lab Order” tab will become active.

EConnect - Ordered Tests Detail - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Patient Demographics Patient: TEST,PATIENT DOB-Age: 07/04/1950 - 60 Y ID: 060000022
Prim. Phys: SSN: Gender: Female

Insurance Details Insurance Providers Pre-Approved Local Required Fields

Primary Insurer Show Secondary Insurer

Insurer filter by: ☐ Medicare ☐ Medicaid Clear Insurer Data

BLUE SHIELD OF TEXAS Status

Network Policy = ZGA1234567

Responsible Party (L F MI) TEST PATIENT Group ID = 0

Issue Date Expires Lab

Subscriber (L F MI) TEST PATIENT Relationship Self

Address 9200 Wall St Gender Female

City, State ZIP Code AUSTIN, TX 78754 SSN DOB 07/04/1950

Employer Phone (512)873-1600

Copy Subscriber Information From Patient

Guarantor MRN List Questionnaires New Patient Unlock Forwarded Patient

New Lab Order Save

Unassigned Insurance Providers

Insurance Provider Name	Insurance Provider Type	Pre Approved/Local	Policy#	Group#
-------------------------	-------------------------	--------------------	---------	--------

Assign Insurance Provi... Remove Insurer View Insurance Provider...

Patient QuickLinks

- Lab Reports
- Cumulative Reports
- Order History
- Demographics
- New Order

Show More Links

Patient Search

Order Search

Lab Report Search

Test Catalog

Done Internet 100%

New Lab Order:

Order Info

- Select the Ordering Physician from the drop down menu (1)
- Select the suggested PSC(2- see next slide)
- If the order is STAT: check the applicable box (3)
- If the patient is fasting: check the applicable box (3)
- Clinical Info (4): enter any additional order information: (This will appear in internal notes and will print on the requisition)
- Fax To Information
- Call To Information
- CC Information
- Last Dosage Information
- Timed Draw Intervals
- Patient Payment Information
- Notes (5) Any information entered here will appear in internal notes and will print on the requisition.
- press "continue" (6)
- Tests" tab will become active

EConnect - New Lab Order - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

New Lab Order

Patient: TEST,PATIENT DOB-Age: 07/04/1950 - 60 Y ID: 060000022
Prim. Phys: SSN: Gender: Female
Ord. Phys: Order #: 600000056 Accn #:

Order Info Tests ICD-9s Questions

Lab Order Information

Order # 600000056

Ordering Physician [dropdown menu] (1)

Account [dropdown menu]

Billing Type Insurance

Ins Network

Draw Options

In Office Now In Office Later

PSC [dropdown menu] (2)

Date 03/04/2011 Time 16:05

Collected User Burlingame,Rachael

Required to Save **Required to Order**

Stat Order (3) ☐

Fasting (3) ☐

Specimen Collector's Initials

Room #

Chart #

Clinical Info (4)

Notes (5)

Insurance

Primary Insurer BLUE SHIELD OF TEXAS Policy # ZGA1234567
Ins Type Subscriber TEST,PATIENT
Resp Party TEST,PATIENT Group ID # 0

Tubes/Containers

Cancel Continue (6)

Specimen

Specimen for Selected Order

Tests	Units	Type	Temp	Container	# Labels	Pathology

Done Internet 100%

Draw Options: PSC

- From the drop down menu select the suggested PATIENT SERVICE CENTER
- The orders will be available at any Patient Service Center

Order Info | **Tests** | **ICD-9s** | **Questions**

Lab Order Information Required to

Order # 417920000002

Ordering Physician [dropdown]

Draw Options
☐ In Office Now ☐ In Office Later
☒ PSC [dropdown]

	PSC	Address	City	State	Zip	Phone
Bill	PSC AUSTIN ANG	11645 Angus Rd	Austin, TX	78759		512 345 8819
	PSC AUSTIN BRO	9701 Brodie Lane	Austin, TX	78748		512 291 4350
Ins	PSC AUSTIN I35	300 11645 Angus Rd Ste B6	TX	78705		512 391 0803
	PSC AUSTIN JAM	4303 James Case	Austin, TX	78745		512 445 0045
	PSC AUSTIN JOL	11673 Jollyville R	Austin, TX	78758		512 257 3547
	PSC AUSTIN MED	2911 Medical Arts	Austin, TX	78705		512 474 7566

Insurance Edit

[Note:](#)

New Lab Order: TEST(s)

- Tests can be selected by: code, name, and mnemonic.
- Tests can be selected singularly by entering the code, name, or mnemonic in the test area or pressing the box next to the test name in the short list. (1)
- The short list will auto populate and update according to the frequency that different tests are ordered.
- Multiple tests can be ordered by entering all the test code separated by a comma. Ex: 173,9179,1000,1425
- Press enter on the keyboard for tests to be ordered.
- As tests are selected, they will appear in the 'Ordered Test' field. (2)
- Specimen Requirements will be visible in the 'specimen' field. (3)
- When all tests are entered, select "Continue" (4) and the ICD-9 tab will become active.

EConnect - New Lab Order - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

New Lab Order

Patient: TEST.PATIENT DOB-Age: 07/04/1950 - 60 Y ID: 060000022
 Prim. Phys: TEST,ATLAS M SSN: Gender: Female
 Ord. Phys: TEST,ATLAS M Order #: 600000056 Accn #:

Order Tests From: Lab Test Catalog Custom Profiles

Tests Filter by: Code Name Mnemonic

Short List

<input type="checkbox"/> ALBUMIN	<input type="checkbox"/> BASIC METABOLIC PROFILE	<input checked="" type="checkbox"/> CBC	<input checked="" type="checkbox"/> COMPREHENSIVE METAB...
<input checked="" type="checkbox"/> CREATININE CLEARANCE,...	<input type="checkbox"/> CULTURE, URINE	<input type="checkbox"/> LEUKEMIA/LYMPHOMA PH...	<input checked="" type="checkbox"/> LIPID PANEL
<input type="checkbox"/> PAP TEST, THINPREP, IMA...	<input type="checkbox"/> PHLEBOTOMY FEE - SINGLE	<input type="checkbox"/> PROTHROMBIN TIME	<input type="checkbox"/> SURGICAL PATHOLOGY R...
<input checked="" type="checkbox"/> TSH	<input type="checkbox"/> URINALYSIS W/REFLEX MI...	<input type="checkbox"/> URINE MEASUREMENT FEE	<input type="checkbox"/> VITAMIN B-12

Ordered Test:

Test	Code	Delete
COMPREHENSIVE METABOLIC PANEL	9179	Delete
LIPID PANEL	173	Delete
CBC	1000	Delete
TSH	2835	Delete
CREATININE CLEARANCE, 24 HR	2079	Delete

Delete All Tests Test Catalog

Specimen

Specimen for Selected Order #600000056

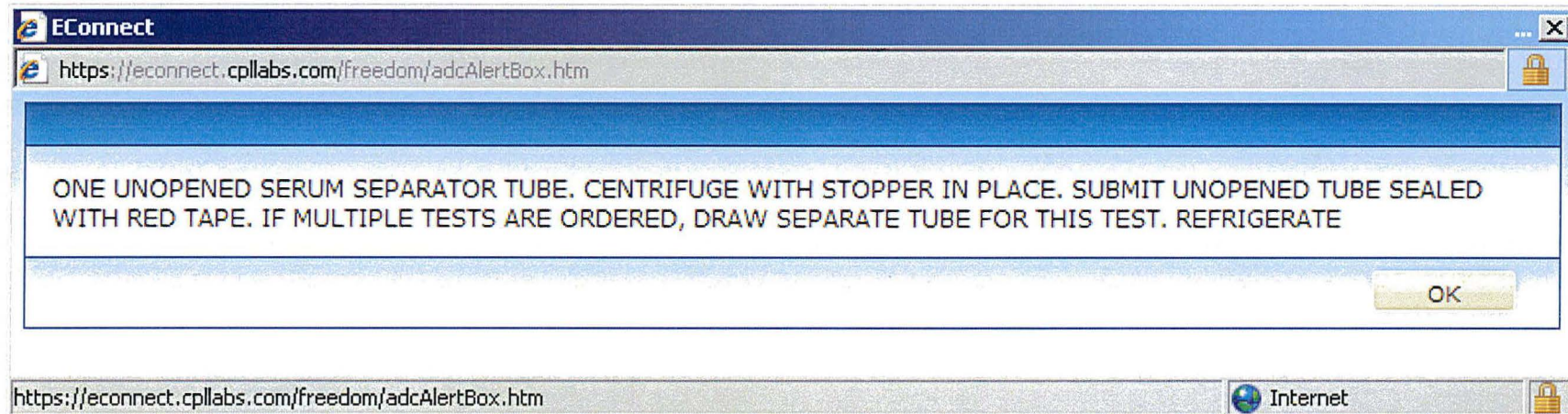
Tests	Units	Type	Temp	Container	# Labels	Pathology
CBC	5 ML(1 ML)	WHOLE BLD-A	ECRm	EDTA (LAVENDER TOP) TUBE	1	No
LIPID PANEL, CREATININE CL	8 ML(6.75 ML)	SERUM-SST	Rm	SERUM SEPARATOR TUBE	1	No
CREATININE CLEARANCE, 24	25 ML(10 ML)	FRESH URINE	Ref	URINE COLLECTION CONTAIN	1	No

Cancel Continue

New Lab Order:

Test(s)

- Tests with specific instructions will generate a pop-up menu that outlines the specific instructions. Example: 2236 Ionized Calcium.



New Lab Order:

ICD-9s

- ICD-9 Codes can be selected singularly by entering the code in the ICD-9 area or pressing the box next to the diagnosis code in the short list. (1)
- The short list will auto populate and update according to the frequency when different codes are ordered.
- Multiple codes can be selected by entering all the test code separated by a comma. Ex: 285.9,272.4,V70.0
- As ICD-9 codes are selected they will appear in the ICD-9 field. (2)
- Press enter on the keyboard for the ICD-9 codes to be selected.
- Press "Continue". (3)

EConnect - New Lab Order - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

New Lab Order

Patient: TEST,PATIENT DOB-Age: 07/04/1950 - 50 Y ID: 060000022
 Prim. Phys: TEST,ATLAS M SSN: Order #: 600000056 Gender: Female Accn #:

Order Info Tests ICD-9s Questions

Apply ICD-9s to Selected Tests

Ordered Test	ICD-9s
COMPREHENSIVE METABOLIC PANEL	V58.69, 272.0, 244.9
LIPID PANEL	V58.69, 272.0, 244.9
CBC	V58.69, 272.0, 244.9
TSH	V58.69, 272.0, 244.9
CREATININE CLEARANCE, 24 HR	V58.69, 272.0, 244.9

ICD-9 filter by: ☐ Code ☐ Name ☐ Mnemonic

Short List ☐ Site ☐ Physician ☐ Specialty

☒ V58.69 LONG-TERM (CUR... ☒ 272.0 PURE HYPERCHOLE... ☒ 244.9 UNSPECIFIED ACQ... ☐ 599.0 URINARY TRACT I...
☐ 286.9 OTHER AND UNSPE...

ICD-9

Continue

Specimen

Specimen for Selected Order #600000056

Tests	Units	Type	Temp	Container	# Labels	Pathology
CBC	5 ML(1 ML)	WHOLE BLD-LAV EC	Rm	EDTA (LAVENDER TOP) TUBE	1	No
LIPID PANEL, CREATININE CL	8 ML(6.75 ML)	SERUM-SST	Rm	SERUM SEPARATOR TUBE	1	No
CREATININE CLEARANCE, 24	25 ML(10 ML)	FRESH URINE	Ref	URINE COLLECTION CONTAIN	1	No
PHLEBOTOMY FEE - SINGLE	U2 ML(2 ML)	OTHER	Rm	OTHER	1	No

New Lab Order: Questions

- If a test has “Ask At Order Entry Questions”, the system prompts the “Questions” tab.
- This field will be completed by the PSC staff when the specimens are collected.
- Press “Continue”.

EConnect - New Lab Order - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Patient: TEST, PATIENT DOB/Age: 07/04/1950 - 60 Y ID: 060000022
Prim. Phys: TEST, ATLAS M SSN: 600000056 Gender: Female
Ord. Phys: TEST, ATLAS M Order #: 600000056 Accn #:

New Lab Order

Order Info Tests ICD-9s Questions

Test Questions Required To Save Required To Order

CREATININE CLEARANCE, 24 HR / 2079

TOTAL URINE VOLUME

Cancel Continue

Specimen

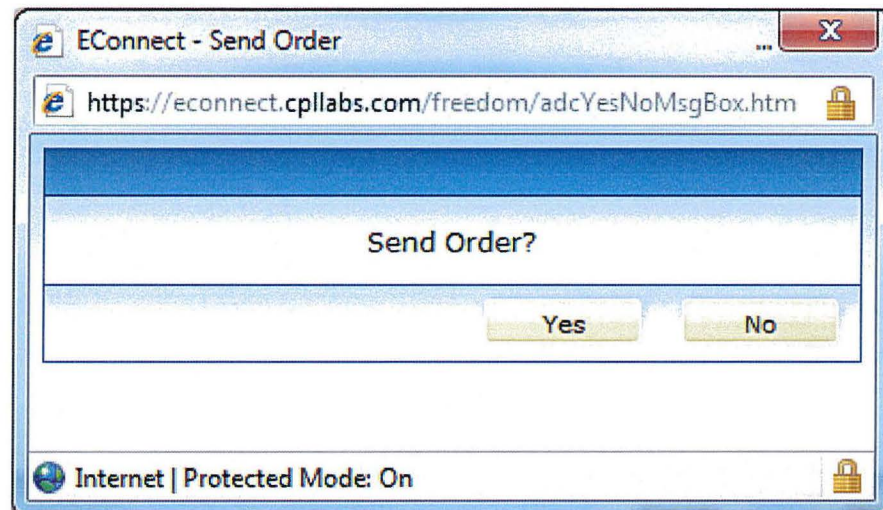
Specimen for Selected Order #600000056

Tests	Units	Type	Temp	Container	# Labels	Pathology
CBC	5 ML(1 ML)	WHOLE BLD-LAV ECR	Rm	EDTA (LAVENDER TOP) TUBE	1	No
LIPID PANEL, CREATININE CL	8 ML(6.75 ML)	SERUM-SST	Rm	SERUM SEPARATOR TUBE	1	No
CREATININE CLEARANCE, 24	25 ML(10 ML)	FRESH URINE	Ref	URINE COLLECTION CONTAIN	1	No
PHLEBOTOMY FEE - SINGLE	U2 ML(2 ML)	OTHER	Rm	OTHER	1	No

Internet 100%

Sending Orders

- Once the order is complete, a prompt will appear to send the order to the PSC.
- Select “yes” and the order will be sent to the PSC.
- Once an order is sent to the PSC it can no longer be edited.

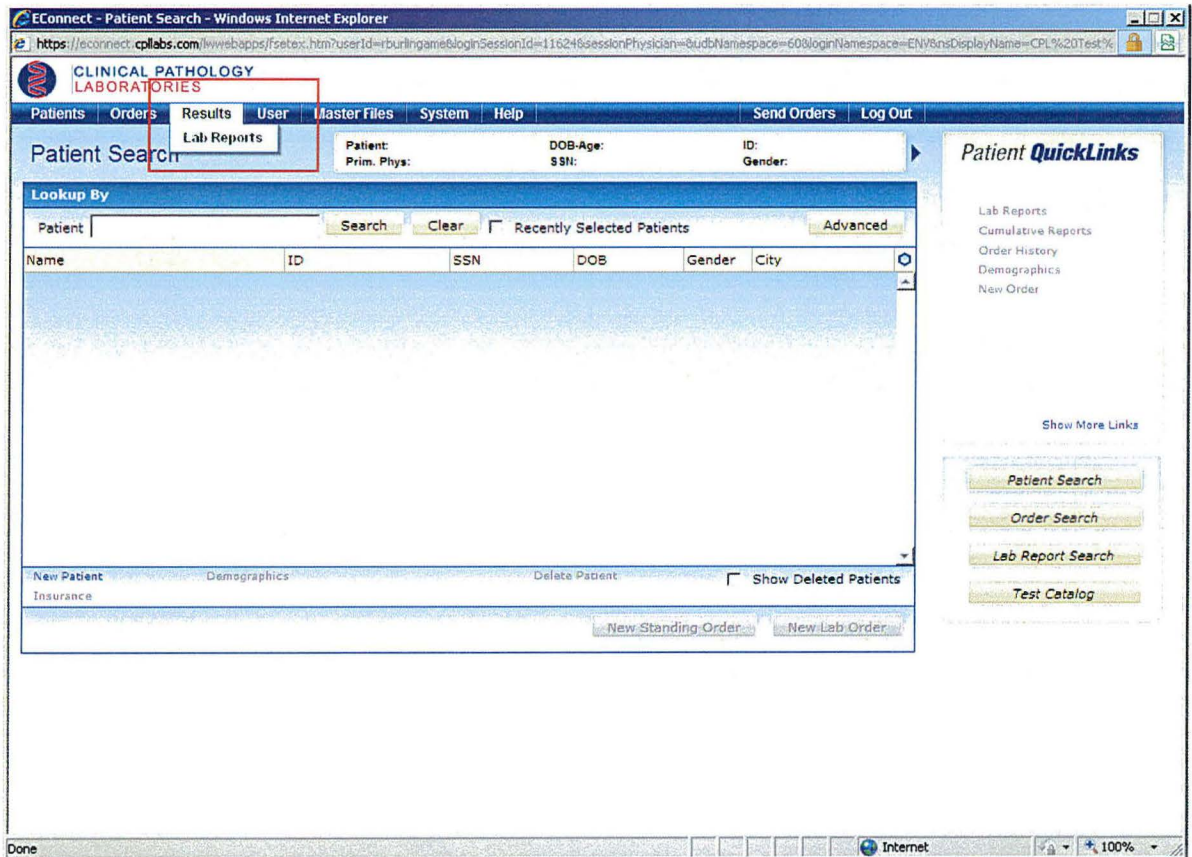


Lab Reports

How to Access Lab Reports

Lab Reports

- Access the Lab Report Screen by rolling the cursor over the “Results” link
- Select “Lab Reports” from the drop down menu.



Lab Reports

- To search for patient lab reports, roll the cursor to “Search Criteria”.
- Narrow search by entering complete patient name (2a) or order number (2b).
- At the “Only Display” options filter search by choosing any one or combination of options. This filter may be left unchecked. (3)
- Press “Search” button (4) to display patient lab report.

EConnect - Ordered Tests Detail - Windows Internet Explorer

CLINICAL PATHOLOGY LABORATORIES

Patients Orders Results User Master Files System Help Previous Log Out

Lab Reports

Patient: TEST, PATIENT DOB-Age: 07/04/1950 - 60 Y ID: 060000022
Prim. Phys: SSN: Gender: Female

Lab Reports Search Criteria

2a Patient []

2b Order # []

3 Only Display ☒ Unread by Me
☐ New (no one has read)
☐ Abnormal
☐ Finalized

Reports Containing ☐ Test Not Performed
☐ Cancelled test
☐ Updated result

Sort Reports By ☐ Patient ☒ Report Date

Forwarded to EOS []

4 Search Clear

Tests for Selected Order #600000057

Test Code	Test Name	Test Status	ICD-9 Codes	Passed LCD/NCD	Lab
1000	CBC	Final	V58.69, 272.0, 24	Passed	Clinical Pathology Lab
173	LIPID PANEL	Final	V58.69, 272.0, 24	Failed	Clinical Pathology Lab
2079	CREATININE CLEARANCE, 24 HR	Final	V58.69, 272.0, 24	Passed	Clinical Pathology Lab

Open Test Catalog View Test Details

Patient QuickLinks

Lab Reports
Cumulative Reports
Order History
Demographics
New Order

Show More Links

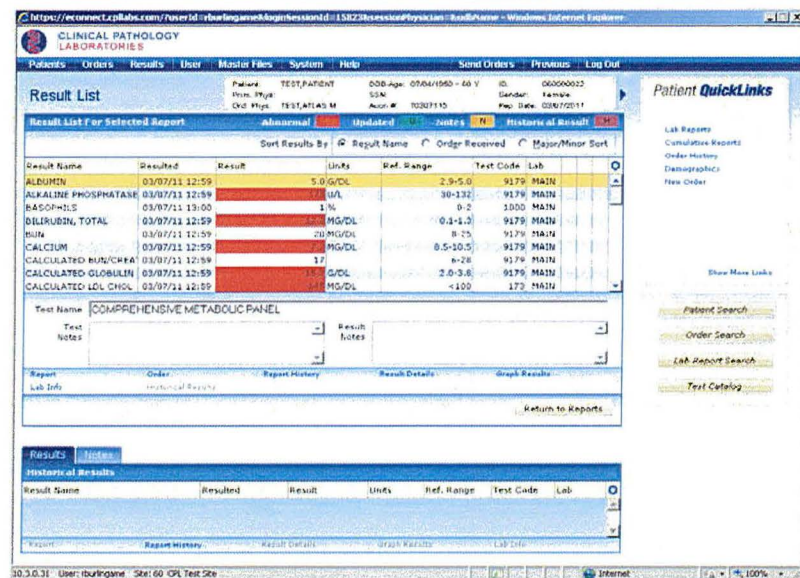
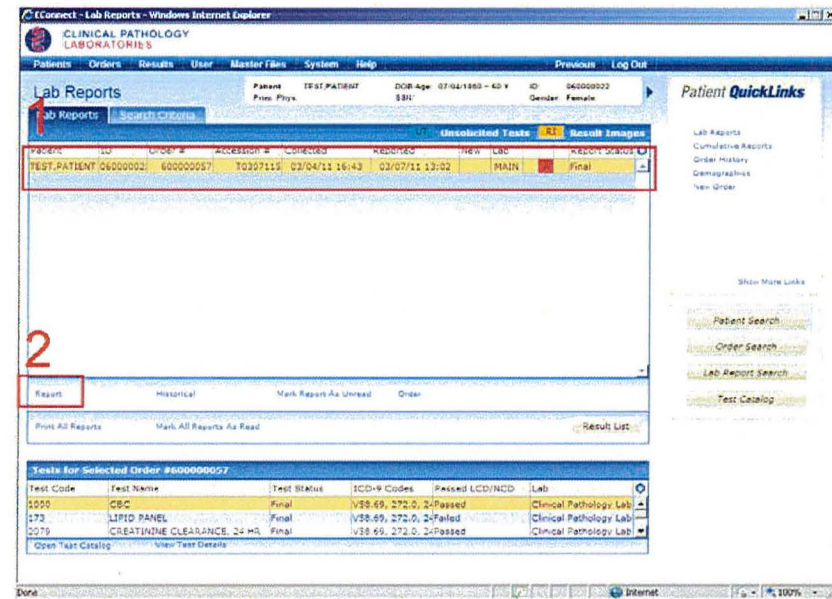
Patient Search
Order Search
Lab Report Search
Test Catalog

Done Internet 100%

View Report

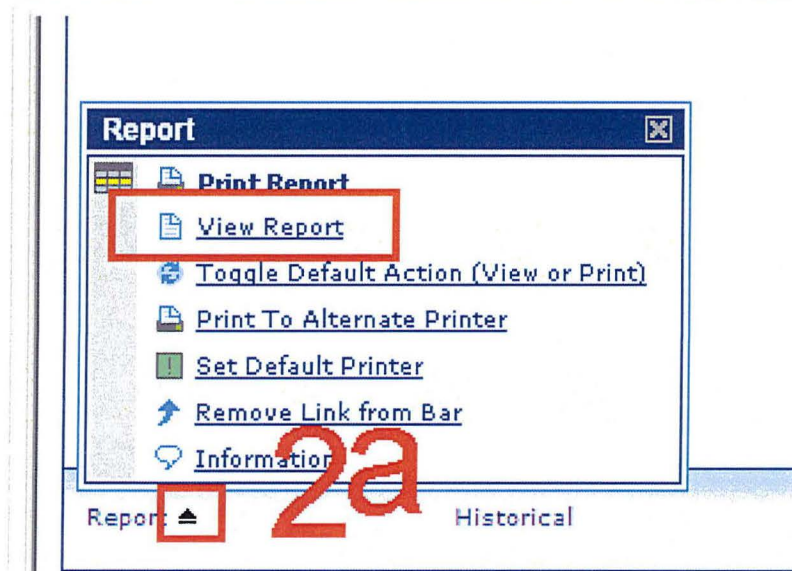
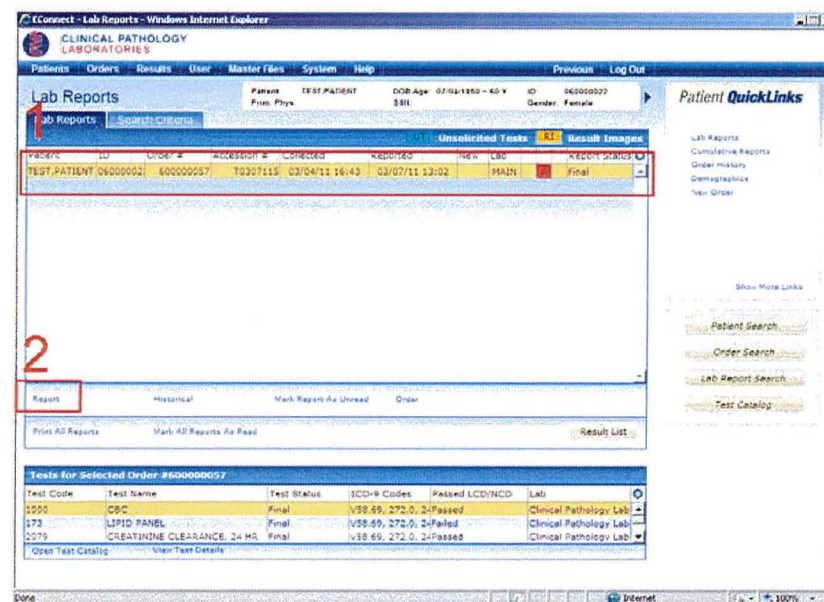
Option 1

- There are two options to view the report:
- **Option 1:**
 - Double press highlighted patient (1). The "Result List" will populate in the window allowing the client to scroll through results.
 - Pressing the "Report" link will cause the report to print.



View Report

- **Option 2:**
 - Move the cursor slightly to the right of the report link to expand report menu (2a)
 - Select “View Report” to display results on the screen. See scanned report on next slide.
 - Pressing the “Report” link will cause the report to print.



Lab Report

CLINICAL PATHOLOGY LABORATORIES

(800) 595-1275

PATIENT NAME: **TEST, PATIENT**
DOB: 07/04/1950
Gender: FEMALE
MED REC NO: 060000022
ORDER#: 600000057
ACCESSION#: T0307115
PATIENT PHONE: (512) 873-1600

ACCOUNT NUMBER: 60
ACCOUNT NAME: CPL Test Site
9200 WALL STREET
AUSTIN, TEXAS 78754
REFERRING DR: TEST, ATLAS
Collection Date/Time: 03/04/2011 16:43
Received Date/Time: 03/07/2011 12:57
Reported Date/Time: 03/07/2011 13:02

CLINICAL PATHOLOGY LABORATORIES

(800) 595-1275

PATIENT NAME: **TEST, PATIENT**
DOB: 07/04/1950
Gender: FEMALE
MED REC NO: 060000022
ORDER#: 600000057
ACCESSION#: T0307115
PATIENT PHONE: (512) 873-1600

ACCOUNT NUMBER: 60
ACCOUNT NAME: CPL Test Site
9200 WALL STREET
AUSTIN, TEXAS 78754
REFERRING DR: TEST, ATLAS
Collection Date/Time: 03/04/2011 16:43
Received Date/Time: 03/07/2011 12:57
Reported Date/Time: 03/07/2011 13:02

Result Name	Abnormal	Normal	Range/Units	Lab
COMPREHENSIVE METABOLIC PANEL				
GLUCOSE		90	65-100 MG/DL	MAIN
BUN		20	8-25 MG/DL	
CREATININE		1.2	0.6-1.3 MG/DL	
eGFR AFRICAN AMER.	55 L		>60 ML/MIN/1.73	
eGFR NON-AFRICAN AMER.	46 L		>60 ML/MIN/1.73	
CALCULATED BUN/CREAT		27	6-28	
SODIUM		140	133-146 MEQ/L	
POTASSIUM		5.1	3.5-5.3 MEQ/L	
CHLORIDE		100	97-110 MEQ/L	
CARBON DIOXIDE		20	18-30 MEQ/L	
CALCIUM	7.2 L		8.5-10.5 MG/DL	
PROTEIN, TOTAL	5.2 L		6.0-8.4 G/DL	
ALBUMIN		5.0	2.9-5.0 G/DL	
CALCULATED GLOBULIN	15.2 H		2.0-3.8 G/DL	
BILIRUBIN, TOTAL	12.2 H		0.1-1.3 MG/DL	
ALKALINE PHOSPHATASE	175 H		30-132 U/L	
SGOT (AST)	55 H		5-35 U/L	
SGPT (ALT)	65 H		7-56 U/L	
LIPID PANEL				
CHOLESTEROL	250 H		<200 MG/DL	MAIN
TRIGLYCERIDES	152 H		<150 MG/DL	
HDL CHOLESTEROL		75	>39 MG/DL	
CALCULATED LDL CHOL	145 H		<100 MG/DL	
RISK RATIO LDL/HDL		1.93	<3.22 RATIO	
CBC (COMPLETE BLOOD COUNT)				
WBC	14.0 H		4.0-11.0 K/UL	MAIN
HBC	5.66 H		3.80-5.10 M/UL	
HEMOGLOBIN		12.6	11.5-15.5 G/DL	
HEMATOCRIT	32.3 L		34.0-45.0 %	
MCV	55.0 L		80-100 FL	
MCH	25.0 L		27.0-34.0 PG	
MCHC	45.0 H		32.0-35.5 G/DL	
RDW		14.5	11.0-15.0 %	
NEUTROPHILS		70	40-74 %	
LYMPHOCYTES		20	19-48 %	
MONOCYTES		5	4-13 %	
EOSINOPHILS		5	0-7 %	
BASOPHILS		1	0-2 %	
PLATELET COUNT		250	130-400 K/UL	

Result Name	Abnormal	Normal	Range/Units	Lab
TSH	7.5 H		0.3-5.1 UIU/ML	MAIN
CREATININE CLEARANCE, 24 HR				
CREATININE CLEARANCE	1 L		86-128 ML/MIN	MAIN
CREATININE, URINE, CONC.		1.2	MG/DL	
CREATININE, URINE, 24 HR	0.0 L		1.0-2.0 GM/24 HOURS	
TOTAL URINE VOLUME		1225	500-3500 ML	
CREATININE		1.2	0.6-1.3 MG/DL	
eGFR AFRICAN AMER.	55 L		>60 ML/MIN/1.73	
eGFR NON-AFRICAN AMER.	46 L		>60 ML/MIN/1.73	

Legend:

MAIN-----> Clinical Pathology Laboratories
9200 Wall St.
Austin, TX 78754
Mark A Silberman, M.D., Laboratory Director
CLIA NO. 45D0505003

TEST, PATIENT

DOB: 07/04/1950

SEX: FEMALE

Printed: 03/30/2011 14:37

Final Report

Page 1 of 2

TEST, PATIENT

DOB: 07/04/1950

SEX: FEMALE

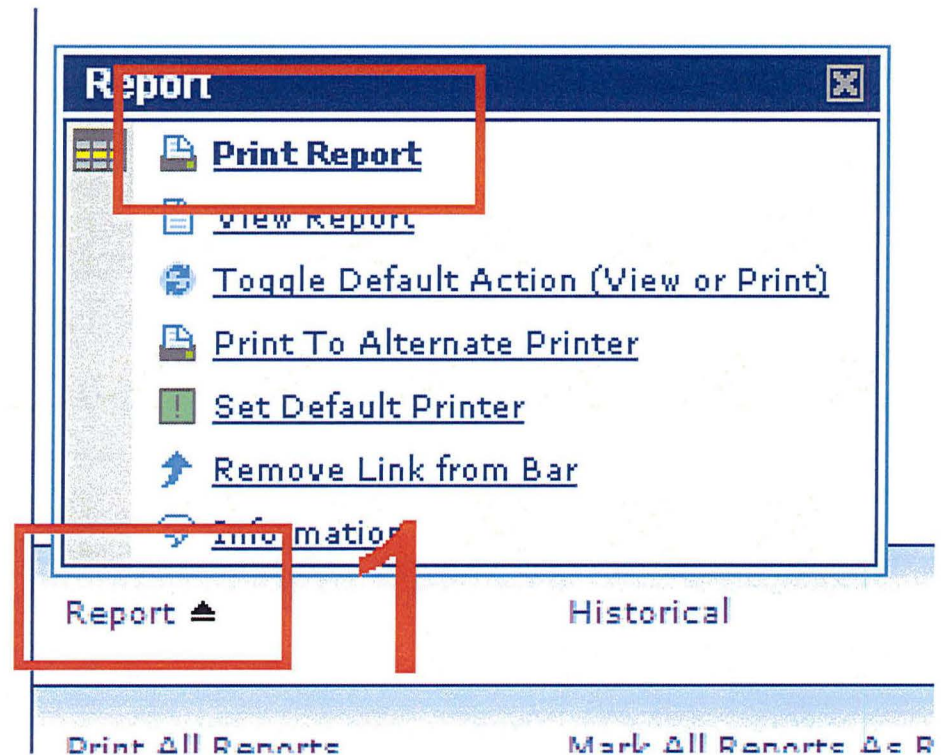
Printed: 03/30/2011 16:57

Final Report

Page 2 of 2

Print Report

- Press the “Report” link or
- Move the cursor slightly to the right of the report link to expand report menu (1)
- Select “Print Report”.



Quick Notes

- Enter “HTTPS” to access the secure Atlas website
- Suggested User Name Format: first initial of first name and last name
 - John Smith = jsmith
- Active Links: Blue
- Inactive Links: Gray
- Required Information: Fields Highlight Yellow
- Tabbing through the Patient Demographics Page will be more efficient than using the mouse to press from required field to required field.
- If no group number is not indicated in the insurance card, enter “0” (Zero) in to the group number field.
- The user will not be allowed to save until all the required information is provided.
- Information entered in the “Clinical Info” or “Notes” field will appear on the requisition and will be visible to the patient/PSC.
- Information entered in the “Clinical Info” or “Notes” field will appear in the CPL’s internal notes and will be visible to CPL personnel.
- If tests or ICD-9 codes are entered in the search field in a stream, press “enter” on the keyboard to populate the tests/ICD-9. Pressing the “Continue” link on the “Test” or “ICD-9” tabs will cause the tests/ICD-9 codes to delete.
- Orders can not be edited after being sent to the laboratory.
- Pressing the “Report” link will cause a paper copy of the report to print.

Training Tools

- S:\Shared Files\ATLAS RESOURCE GUIDES\Power Point Presentations

4.5 CPL shall protect all patient information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) at all times during the solicitation and contract period.

CPL follows the same security breaches as outlined in HIPAA.

Currently, HIPAA security regulations specify that Atlas user authentication is to be implemented from a combination of features. Required features include both an automatic logoff and unique user identification. In addition, at least one of the following five features must be present: A biometric identification system, a password system, a personal identification number, a telephone call back, or a token system that uses a physical device.

ATLAS LabWorks implements user authentication using two parameters: a user ID and a password. The first parameter is the user login identifier, which is not the same as the user's name, and is unique across the Lab's entire LabWorks user base. The second parameter is a password system that uses encrypted passwords, with configurable parameters for password naming conventions (length, case, etc.), and expiration date. LabWorks uses SSL/TLS encryption to maintain user ID and password security during storage and transmission.

ATLAS LabWorks monitors system activity and performs automatic logoff after a configurable period of time. In addition, multiple login attempts that fail will result the user's login ID to be disabled for a predetermined period of time.

All CPL employees are required to take several tests throughout the year confirming their education and knowledge of HIPAA regulations and facts. Breaking confidentiality is not allowed at CPL—never. In addition, our compliance department and IT department have the availability of monitoring all access into patient results to see if patient confidentiality has occurred.

The City of Austin will also receive our confidential standard of care with our couriers, including the pick-up, transport, and delivery of specimens in a HIPAA compliant manner.

Other CPL Advanced Technologies Available to The City of Austin

In addition, CPL offers several advanced programs to further serve your patients.

iMorpheus turns your patient data in actionable items and reconnects your physicians with their patients. **DocBook MD** alerts your staff via mobile devices to STAT results and Critical Test Results.

iMorpheus Connect

CPL realizes that profound changes in the U.S. healthcare system are causing uncertainty and providing opportunities for innovation. The reimbursement environment is moving rapidly from fee-for service to quality driven value-based models emphasizing better outcomes and lower costs. Seeing that bundling and capitation are becoming increasingly common, physicians are realizing that they need state-of-the-art technology to allow them to capture patient utilization in a format that will allow them to monitor test ordering patterns.

This technology also needs to allow physicians to increase patient health quality and outcomes while lowering the cost per patients.

CPL is proud to introduce the City to iMorpheus, a utilization model that not only treats acute adverse health events, but also coordinates care and helps prevent expensive complications from occurring. One of the most important goals of iMorpheus program is to deliver on the tenants of population health management in a personalized, patient-centric way.

To help us accomplish this, we have developed iMorpheus Connect. iMorpheus Connect turns data into actionable items and reconnects physicians with their patients. Using iMorpheus Connect, a provider can visualize a list of patients with care gaps and choose to engage those patients via text, phone, email or letter. In one place, a provider can order the needed labs for a patient, and our system will proactively contact that patient to let them know that their provider has ordered laboratory tests for them and would like them to make an appointment. If the patient is interested, they can be connected directly to their physician's office for more details and to set up an appointment. When the patient arrives for their appointment, they will have had their labs performed and the physician will have the results ready for review in their EHR – the patient will arrive ready for treatment and follow on testing, if needed, can be accomplished in most situations without an additional blood draw. Let us help you focus on those patients who have been lost to follow up. We use cutting edge risk stratification technologies to ensure the patients who need your attention most get it first. The right care at the right time. We want to partner with you to improve your value to the health care system and improve the lives of those you serve.

DOCBOOKMD CONNECTS PHYSICIANS

DocbookMD

CPL is excited to have partnered with DocbookMD to bring your physicians and their care teams a new way to improve patient care through the use of a secure, efficient, mobile communication platform.

DocbookMD is an exclusive HIPAA-secure messaging application for smartphone and tablet devices and is also available on the web. Designed by and for physicians, it creates a secure community to share critical patient information and collaborate with medical colleagues. It is a secure messaging application for smartphone and tablet devices and is available on the web via a PC or Mac. It is designed to streamline tasks and improve communication between physicians and their care teams, including CPL.

DocBookMd allows physicians:

- Send HIPAA-secure text messages bundled with STAT Lab Testing, X-rays and EKGs.
- To coordinate care across the full care team, including nurses, PAs and office staff.
- Provides accurate, up-to-date physician contact information, allowing physicians immediately contact each other via a HIPAA secure platform.
- Share real-time messages as images, lab reports, resulting in more efficient care coordination
- All messages are saved for 10 years, per HITECH/state recommendations
- Remote disabling of the app if a device is lost or stolen
- Trusted and used by tens of thousands of physicians
- All information is at a physician's fingertips, resulting in faster and richer discussions on patient treatment and care. Also, with local physicians and pharmacy directories built in, the time your physicians spend finding colleagues or tracking down a local pharmacy is cut down from hours to minutes. CPL looks forward to demonstrating this technology to the City and utilizing it to save your physicians time and, of course, money.

4.6 Our Pathologists can be reached for consultations or questions 24-hours a day, 7 days a week. During business hours, just call our laboratory at 512-339-1275. Should you have a need for pathology services after hours, please call the Medical Exchange at 512-458-1121 for the pathologist on call.

4.7 CPL has been working with the local medical community for over 65 years, building relationships between our pathologists and local physicians. With 39 pathologists located in our laboratory and in local hospitals, CPL is able to consult with you regarding patient cases and the most recent advances seven days a week.

Our Board-Certified Pathologists are the personalized pulse of our operation. When you call our laboratory located in northeast Austin, your call is answered by our receptionist, not a generic voice mail message. She will gladly connect you to one of our pathologists so you may discuss Pap results, biopsy correlations, or assist you with the interpretation of clinical test results or any other need you may have.

Our pathologists will make medical interpretations and/or diagnoses regarding the anatomical specimens and will also provide written and electronic results to the referring Providers.

In addition, we invite you to visit our laboratory for a tour that will allow you to see our vast testing capabilities and to meet with our Medical Director, Dr. Mark Silberman, and our entire medical and laboratory team.

Our Pathologists

CPL is proud to provide The City of Austin the following list of CPL's board-certified Pathologists, many of whom are also board-certified in sub-specialties.

OUR PATHOLOGISTS

Pathologist	Board Certification	Subspecialty
Jacki Abrams, M.D.	Anatomic Pathology	Cytopathology
Joan H. Admirand, M.D.	Anatomic and Clinical Pathology	Hematopathology
Susan C. Baer, M.D.	Anatomic and Clinical Pathology	Dermatopathology
Jennifer Blankenship, M.D.	Anatomic and Clinical Pathology	Hematopathology
Christine Burgess, M.D.	Clinical Pathology	Hematopathology
Emily Desantis, M.D.	Anatomic Pathology	Dermatopathology
Teresa Duran, M.D.	Anatomic, Clinical & Cyto Pathology	
Paul B. Gaudin, M.D.	Anatomic Pathology	Urologic Pathology
Jacqueline J. Haas, M.D.	Anatomic and Clinical Pathology	
Dan Hardy, M.D.		
Jeffrey R. Herbert, M.D.	Anatomic and Clinical Pathology	
Grace N. Jackson, M.D.	Anatomic, Clinical & Cyto Pathology	
Timothy F. Kolda, M.D.	Anatomic, Clinical & Cyto Pathology	Dermatopathology
Shannon S. Kratzer, M.D.	Clinical Pathology	Cytopathology
Chandra Krishnan, M.D.	Pediatric and Hematopathology	
Suzanne C. Ledet, M.D.	Anatomic and Clinical Pathology	Cytopathology
Margaret B. Listrom, M.D.	Anatomic and Clinical Pathology	Cytopathology
Mark Mentrkoski, M.D.		
Paul Michaels, M.D.	Anatomic and Clinical Pathology	Cytopathology
Kimberly Monnin, M.D.	Anatomic and Clinical Pathology	Hematopathology
Susan J. Pacinda, M.D.	Anatomic and Clinical Pathology	
Craig J. Peterson, M.D.	Anatomic and Clinical Pathology	
Joseph P. Pulcini, M.D.	Anatomic, Clinical & Cyto Pathology	
Amanda Rivera-Begeman, M.D.	Anatomic, Clinical & Cyto Pathology	Pediatric Pathology
Jennifer R. Rushton, M.D.	Anatomic and Clinical Pathology	Molecular Genetic & Hematopathology
John Lee Sang, M. D.	Anatomic and Clinical Pathology	
Katherine Sciandra, M.D.	Anatomic and Clinical Pathology	
Mark A. Silberman, M.D.	Anatomic and Clinical Pathology	Hematopathology
Anthony C. Soldano, M.D.	Anatomic and Clinical Pathology	Dermatopathology
L. Brent Talbott, M.D.	Dermatopathology	Dermatopathology
Min Wang, M.D.	Anatomic Pathology	Neuropathology
Douglas Warden, M.D.	Anatomic and Clinical Pathology	Hematopathology
Edward Weir, M.D.	Anatomic and Clinical Pathology	Hematopathology
Ann White, M.D.	Anatomic and Clinical Pathology	
Joseph H. Willman, M.D.	Anatomic, Clinical & Molecular Pathology	Dermatopathology
Jae Yoo, M.D.	Anatomic and Clinical Pathology	Cytopathology
Stephen Yurco, M.D.	Anatomic and Clinical Pathology	Gastrointestinal Pathology

4.8 CPL will provide all supplies necessary for obtaining and transporting reference laboratory specimens, including but not limited to: regular and pediatric test tubes, urine containers, needles, cytology items, microbiology, histology items, lock boxes, glucose, lab forms, vacutainer tubes and holders, Pap tests of all types, O+P, culture collection containers, viral transport media, safety needles, butterfly needles, tourniquets, and other miscellaneous items, as needed.

CPL will provide, at no charge, all supplies necessary for The City to send laboratory specimens to CPL. CPL offers a variety of very simple options of ordering supplies for our clients. You may email, fax, and/or call to CPL to place your order. All supplies are delivered the next business day. If necessary, we will do our best to deliver supplies to you on an urgent basis, another benefit of utilizing our local laboratory. Our supply warehouse is located at our local laboratory, so supply orders will be delivered within 24 hours.

4.9 CPL will provide each City location with a Directory of Lab Services. Directories shall be updated by CPL on an annual basis and a copy provided to each listed City location. Please refer to our website www.cpllabs.com for assistance with CPT Codes.

4.10 Since the City and CPL have worked together for several years, CPL has already assigned each City location a unique identification designator, which is known as their account numbers. These account numbers are used for tracking tests and for invoicing purposes for each department.

4.11 CPL shall continue to provide laboratory requisitions that meet the testing needs of each City department. CPL shall deliver the laboratory requisitions for the requested City location within one (1) business day of City's request.

4.12 CPL shall provide complete lab testing services with Draw Stations (Patient Service Centers, a.k.a. PSCs) at various locations within the City of Austin. CPL currently has 27 PSCs, with 2 more planned to open within 2016, where City employees may be sent to have their blood drawn or specimens collected.

Fourteen of these are located within the City of Austin corporate limits, all of the ones near the City's sites are generally accessible by public transportation and all are accessible to persons with disabilities in accordance with the Americans with Disabilities Acts (ADA).

4.13 All of CPL's Draw Stations provide a full range of phlebotomy services and have the capacity to support the City's required test needs. No City employee should ever be turned away due to the Draw Station not having the proper supplies to do the test.

CPL's Draw Stations

CPL's 27 Patient Service Centers are located on the following pages. This list as well as maps of our PSCs are available for all of the City's sites.

The Austin area Patient Service Centers are staffed by trained and experienced personnel who receive patients referred by physicians and collect the required specimens.

**PLEASE NOTE: 9200 Wall Street, Austin, is not a Patient Service Center;
blood draws are not available at this location.**

	Facility Name	Address	Phone & Fax	Hours
North Austin	Medical Oaks Pavilion	12201 Renfert Way, Ste 330 Austin, TX 78758	Ph: 512-835-4093 Fax: 512-835-0820	7:00 AM - 5:00 PM, MON - FRI
North Austin	St. David's Women's Center	12200 Renfert Way, Ste 102 Austin, TX 78758	Ph: 512-821-2731 Fax: 512-821-2855	7:00 AM - 5:00 PM Mon - Fri Saturday: 8:00 AM - Noon
North Austin	Wells Branch	2013 Wells Branch Pkwy, Ste 115, Austin, TX 78728	Ph: 512-251-2899 Fax: 512-990-2270	7:30 AM - 4:30 PM, MON - FRI Closed: 12:00 - 1:00 PM
Northwest Austin	Ladera Park	11673 Jollyville Rd., Ste 106 Austin, TX 78759	Ph: 512-257-3547 Fax: 512-250-5395	7:00 AM - 5:00 PM Mon - Fri Saturday: 8:00 AM - Noon
Northwest Austin	River Hills	7011 Ribelin Ranch Dr Ste 300 Austin, TX 78730	Ph: 512-372-6240 Fax: 512-372-6256	7:00 AM - 5:00 PM, Mon - Fri
Central Austin	Bailey Square Surgery Center	1111 W. 34th St., Ste 100 Austin, TX 78705	Ph: 512-467-0559 Fax: 512-467-2920	7:00 AM - 5:00 PM, Mon - Fri
Central Austin	Medical Arts Square	2911 Medical Arts Sq. St., Ste 4 Austin, TX 78705	Ph: 512-474-7566 Fax: 512-474-8192	7:00 AM - 5:00 PM, Mon - Fri Saturday: 8:00 AM - Noon
Central Austin	Medical Park Tower	1301 W. 38th St., Ste 115 Austin, TX 78705	Ph: 512-371-1913 Fax: 512-453-6037	7:00 AM - 5:30 PM, Mon - Fri
Central Austin	TPA-3	631 W. 38th Street Austin, TX 78705	Ph: 512-459-5916 Fax: 512-459-9341	7:30 AM - 5:00 PM, Mon - Fri
East Austin	Riverside	2410 East Riverside Dr, Ste F1 Austin, TX 78741	PH: 512-448-7785 Fax: 512-448-7787	8:00 AM - 5:00 PM Mon - Fri Closed: 12:30 - 1:30 PM
South Austin	South Austin Lab	4315 James Casey Ste 101 Austin, TX 78745	Ph: 512-445-0045 Fax: 512-326-1051	7:00 AM - 5:00 PM, Mon - Fri Saturday: 8:00 AM - Noon
South Austin	Brodie Lane	9701 Brodie Lane, Ste 103 Austin, TX 78748	Ph: 512-291-4350 Fax: 512-291-1756	7:00 AM - 5:00 PM Mon - Fri
South Austin	Southwest Medical Village	5625 Eiger Road, Suite 120, Austin, TX 78735	Ph: 512-892-0929 Fax: 512-892-0757	7:30 AM - 6:00 PM Mon - Fri
Southwest Austin	Westlake Medical Center	5656 Bee Caves Rd, Ste K-101 Westlake Hills, TX 78746	Ph: 512-328-2462 Fax: 512-328-2478	7:00 AM - 5:00 PM, Mon - Fri
Bastrop	Lakeside Professional Bldg.	3101 Hwy 71 East, Ste 206 Bastrop, TX	Ph: 512-321-3593 Fax: 512-321-3153	7:00 AM - 5:00 PM, Mon - Fri
Cedar Park	Lakeline Medical Center	2500 S. Lakeline Blvd., Ste 203 Cedar Park, TX 78613	Ph: 512-257-3180 Fax: 512-258-1154	7:00 AM - 5:00 PM, Mon - Fri
Cedar Park	Rail Yard Shopping Center	601 E. Whitestone Blvd., Ste 632 Cedar Park, TX 78613	Ph: 512-259-2089 Fax: 512-259-2850	7:00 AM - 5:00 PM, Mon - Fri
Cedar Park	Cedar Park Reg Med Ctr	1401 Medical Parkway, Ste 260, Bldg. C, Cedar Park, TX 78613	Ph: 512-456-0973 Fax: 512-456-0976	8:00 AM - 5:00 PM, Mon - Fri Closed 12:30 - 1:30 PM
Georgetown	Georgetown Medical Center Clinic	3201 S. Austin Ave Ste 120 Georgetown, TX 78626	Ph: 512-763-4590 Fax: 512-763-4595	7:00 AM - 5:00 PM, Mon - Fri
Georgetown	Williamsburg Village	3010 Williams Drive, Ste 222 Georgetown, TX 78628	Ph: 512-930-5044 Fax: 512-930-5166	7:00 AM - 5:00 PM, Mon - Fri
Kyle	Kyle Crossing Medical Office Bldg	135 Bunton Creek Rd, Ste 103 Kyle, TX 78640	Ph: 512-268-9575 Fax: 512-504-3004	7:30 AM - 5:30 PM Mon - Fri
Lakeway	Lakeway Plaza	1310 RR 620 South, Ste B-08 Lakeway, TX 78734	Ph: 512-369-3623 Fax: 512-373-3358	7:30 AM - 4:30 PM Mon - Fri
Lockhart	CPL Lockhart	1005 W. San Antonio St. Lockhart, TX 78644	Ph: 512-376-2012 Fax: 512-398-5791	8:00 AM - 4:00 PM, Mon - Fri Closed 12:30 - 1:30PM
Manor	Manor PSC	14008 Shadow Glen Blvd. Suite 301, Manor, TX 78653	Ph: 512-285-9346 Fax: 512-285-9466	8:00 AM - 5:00 PM Closed: 12:30 - 1:30 PM
Marble Falls	Marble Falls Family Medical Ctr	2503 US 281 North Marble Falls, TX 78654	Ph: 830-265-6079 Fax: 830-265-6959	8:00 AM - 5:00 PM, Mon - Fri Closed 12:30 - 1:30 PM
Round Rock	Wyoming Springs Medical Bldg.	7200 Wyoming Springs, Ste 100 Round Rock, TX 78681	Ph: 512-255-1016 Fax: 512-255-1932	7:00 AM - 5:00 PM, Mon - Fri
Round Rock	Forest Creek	4112 Links Lane, Ste 100 Round Rock, TX 78664	Ph: 512-251-4149 Fax: 512-251-3092	7:00 AM - 5:00 PM Mon - Fri
San Marcos	N/A	900 Bugg Lane, Ste 250 San Marcos, TX 78666	Ph: 512-938-1096 Fax: 512-398-1098	7:30 AM - 4:30 PM Mon - Fri
San Marcos	N/A	2000-A Medical Parkway San Marcos, TX 78666	Ph: 512-353-7353 Fax: 512-396-8244	8:00 AM - 5:30 PM, Mon - Fri Closed 12:30 - 1:30PM Saturday: 8:00 AM - Noon



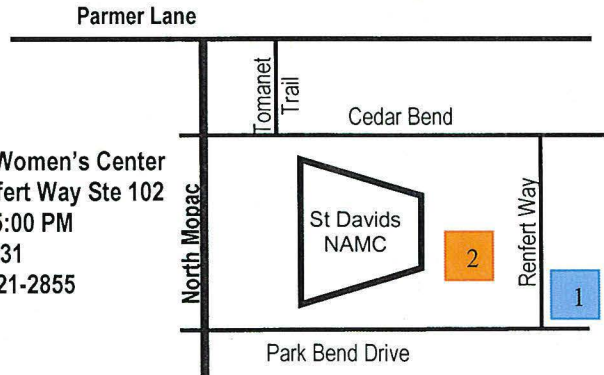
The Austin metro Patient Service Centers are staffed by trained and experienced personnel who receive the patients referred by physicians and collect the required specimens.

North Austin

1 Medical Oaks Pavilion
12201 Renfert Way, Ste. 330
Austin, Texas 78758
7:00 AM – 5:00 PM
512-835-4093 Fax 512-835-0820

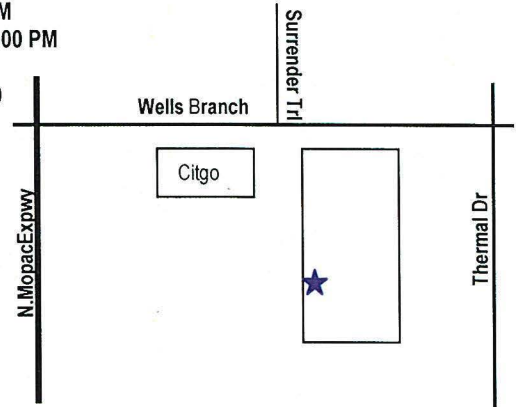
2

St Davids Women's Center
12200 Renfert Way Ste 102
7:00 AM – 5:00 PM
512-821-2731
Fax: 512-821-2855



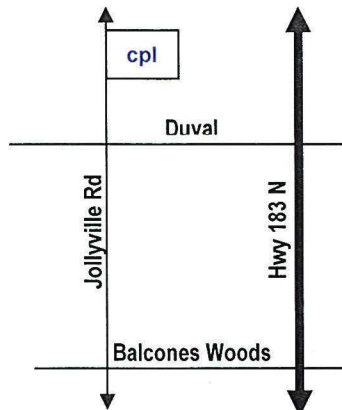
North Austin – Wells Branch

2013 Wells Branch Pkwy, Ste 115
Austin, Texas 78728
7:30 AM – 4:30 PM
Closed 12:00 – 1:00 PM
512-251-2899
Fax 512-990-2270



Northwest

Ladera Park
11673 Jollyville Rd., # 106
Austin, Texas 78758
7:00 AM – 5:00 PM
Saturday: 8:00 AM - Noon
512-257-3547
Fax 512-250-5395



East Austin – Riverside Dr.

2410 East Riverside Dr., Ste F1
Austin, TX 78741
8:00 AM – 5:00 PM Closed: 12:30 – 1:30 PM
512-448-7785 Fax: 512-448-7787



Central Austin

Medical Park Tower
1301 W. 38th # 115
Austin, TX 78705
7:00 AM – 5:30 PM
512-371-1913
Fax 512-453-6037

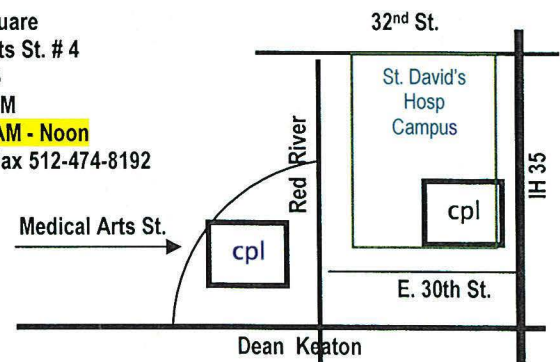
Bailey Square
1111 W. 34th, Ste 100
Austin, TX 78705
7:00 AM – 5:00 PM
512-467-0559
Fax 512-467-2920



Central Austin

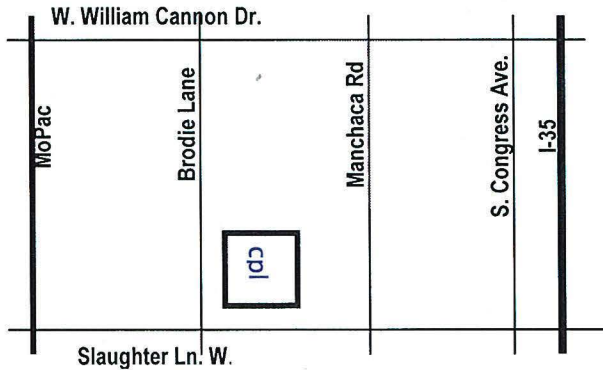
St. David's Hospital Campus (Midtown)
3000 IH-35, Suite 660
Austin, TX 78705
7:30 AM – 4:30 PM
Closed Lunch 12:30 – 1:30 PM
512-391-0803 Fax 512-391-1626

Medical Arts Square
2911 Medical Arts St. # 4
Austin, TX 78705
7:00 AM – 5:00 PM
Saturday: 8:00 AM - Noon
512-474-7566 Fax 512-474-8192



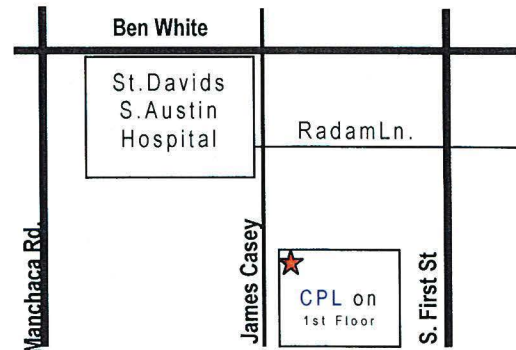
South Austin

Brodie Lane
9701 Brodie Lane, Suite 103 Austin, TX 78748
7:00 AM – 5:00 PM, Open Lunch
512-291-4350 / 512-291-4399
Fax 512-291-1756



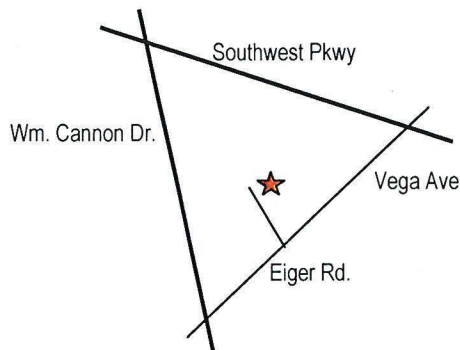
South Austin

4315 James Casey Austin, TX 78745
512-445-0045
7:00 AM – 5:00 PM, Open Lunch
Saturday: 8:00 AM - Noon
Fax 512-326-1051



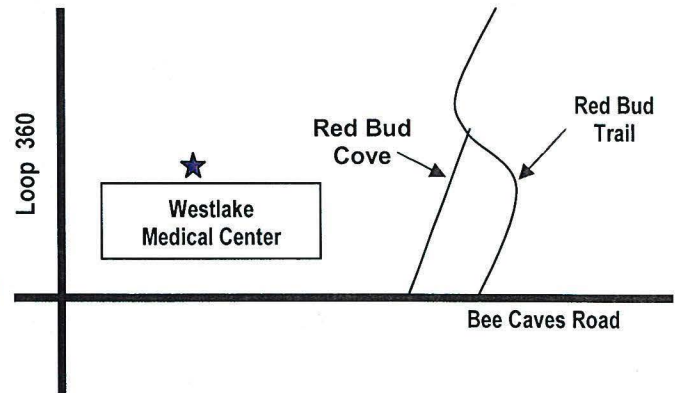
South Austin

Southwest Medical Village
5625 Eiger Road, Suite 120 Austin, TX 78735
8:00 AM - 5:00 PM
Closed 12:30 – 1:30 PM
512-892-0929 Fax 512-892-0757



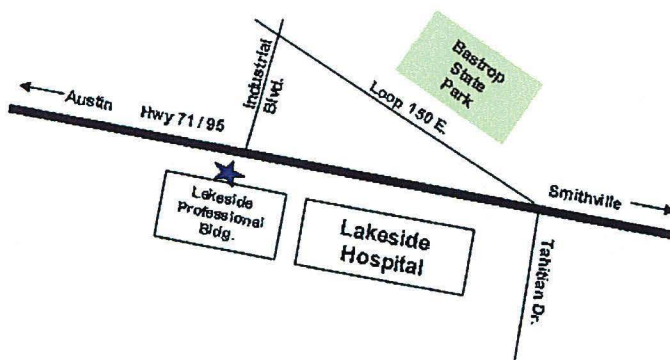
Southwest Austin -

Westlake Medical Center
5656 Bee Caves Rd., Ste K-101 Westlake Hills, TX
7:00 AM – 5:00 PM
512-328-2462 Fax 512-328-2478



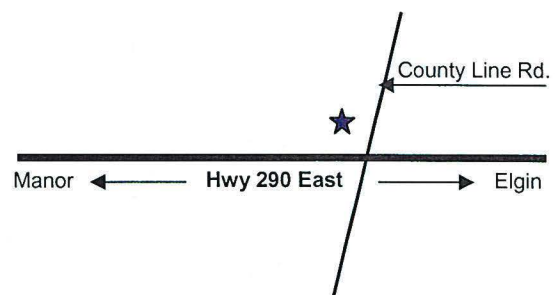
Bastrop

Lakeside Professional Bldg.
3101 Hwy 71 East, Suite 206 Bastrop, TX 78602
7:00 AM – 5:00 PM
512-321-3593 Fax: 512-321-3153



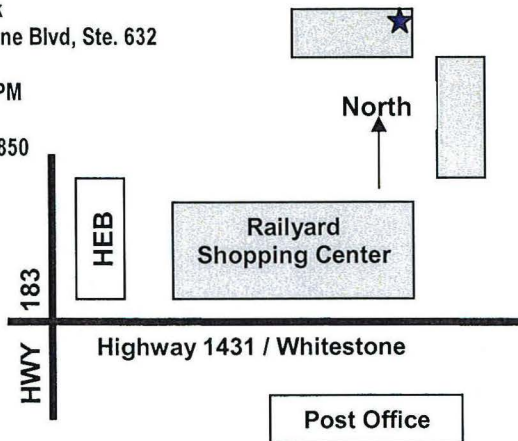
Elgin

18810 Hwy 290 East, Ste 1-200 Elgin, TX 78621
8:00 AM – 5:00 PM
Closed: 12:30 – 1:30 PM
512-285-9346 Fax: 512-285-9466



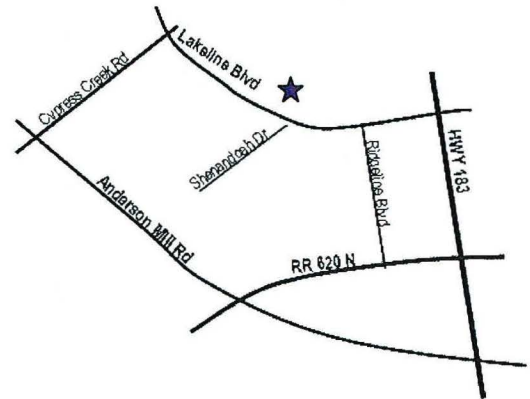
Cedar Park – Whitestone (Hwy 1431)

CPL Cedar Park
601 E. Whitestone Blvd, Ste. 632
Cedar Park, TX
7:00AM - 5:00 PM
512- 259-2089
Fax (512) 259-2850



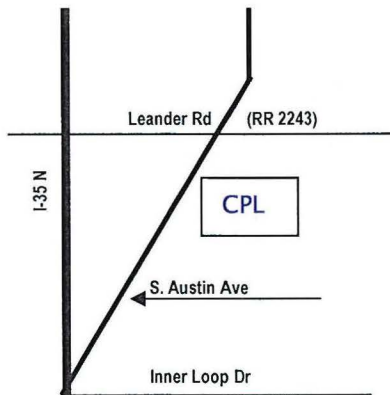
Cedar Park – Lakeline Blvd.

CPL Cedar Park
2500 S. Lakeline Blvd, Suite 203
Cedar Park, TX78613
7:00AM - 5:00 PM
512- 257-3180 Fax (512) 258-1154



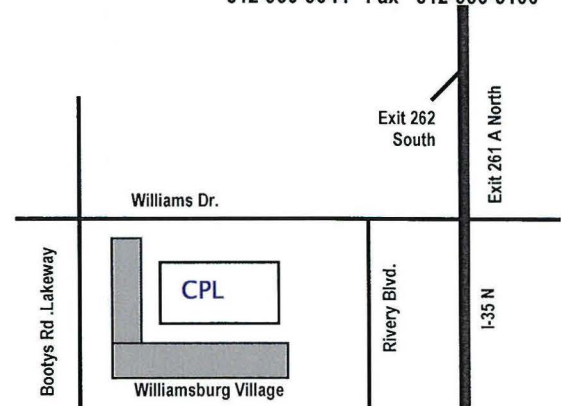
Georgetown

CPL Georgetown –S. Austin Ave.
3201 S. Austin Ave, Ste 120,
Georgetown, TX 78628
7:00 AM – 5:00 PM, Open Lunch
512-763-4590 Fax 512-763-4595



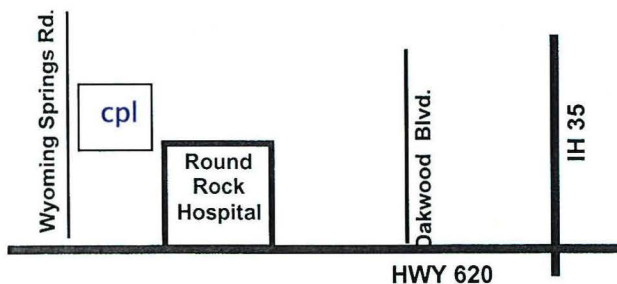
Georgetown

CPL Georgetown – Williamsburg Village
3010 Williams Drive, Suite 222,
Georgetown, TX78628
7:00 AM – 5:00 PM, Open Lunch
512-930-5044 Fax 512-930-5166



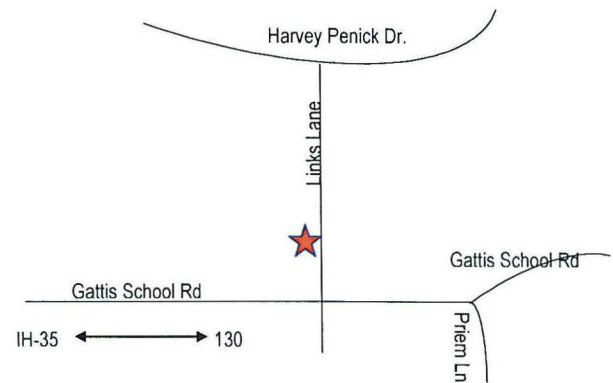
Round Rock

Wyoming Springs Medical Building
7200 Wyoming Springs Rd, # 100
Round Rock, TX78681
7:00 AM – 5:00 PM
512-255-1016 Fax 512-255-1932



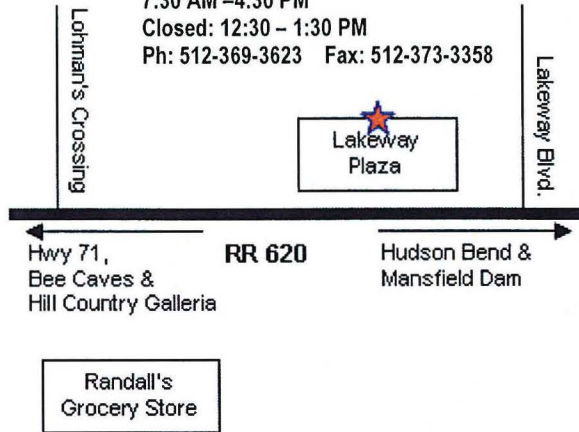
Round Rock

Forest Creek PSC
4112 Links Lane, Suite 100
Round Rock, TX78664
7:00 AM – 5:00 PM
512-251-4149 or 512-251-4164
512-251-3092 Fax



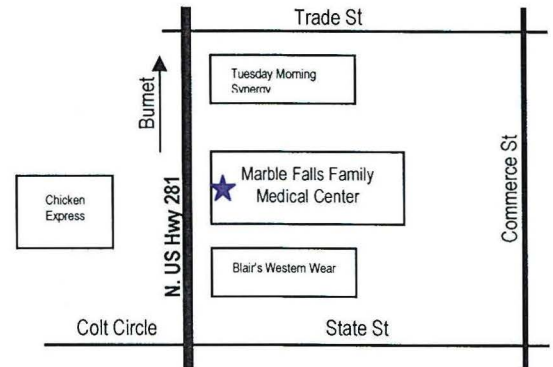
Lakeway

Lakeway Plaza
1310 RR 620 South, Suite B-08
Lakeway, TX 78734
7:30 AM – 4:30 PM
Closed: 12:30 – 1:30 PM
Ph: 512-369-3623 Fax: 512-373-3358



Marble Falls

Inside Marble Falls Family Medical Center
2503 U. S. 281 North
Marble Falls, TX 78651
8:00 AM – 5:00 PM
Closed: 12:30 – 1:30 PM
Ph: 830-265-6079 Fax: 830-265-6959



4.14 CPL shall use our established and standard critical values, as shown in the following Attachment. CPL shall only add, delete or otherwise adjust critical values upon written request of the City.

Critical and Alert Values

CRITICAL VALUES

Critical values are considered test results that may indicate an immediate threat to patient health. Upon verification of test results, the clinician is immediately notified (24 hours/day, 7 days/week).

ALERT VALUES

Alert values constitute a less significant threat to patient health. The results are verified and the clinician is notified the following morning.



CRITICAL VALUES

Test	Low Value	High Value	Reference Range
CHEMISTRY			
Ammonia	None	Age < 15 years: > 120	Adult: 11 – 35 umol/L
Bilirubin	None	Age < 1 year: > 15	Adult: 0.1 – 1.3 mg/dL
Calcium	< 6	> 14	8.5 – 10.5 mg/dL
Calcium, Ionized	< 3	> 7	4.6 – 5.4 mg/dL
CKMB	None	> 5.0	0.5 – 5.0 ng/mL
Glucose	Age < 1 year: ≤ 40	> 500	65 – 100 mg/dL
Magnesium	< 1.0	> 8.0	1.3 – 2.3 mg/dL
Potassium	< 2.5	> 6.5	3.5 – 5.3 mEq/L
Sodium	< 115	> 170	133 – 146 mEq/L
Troponin I	None	≥ 0.040	< 0.040 ng/mL
COAGULATION			
PT INR	None	≥ 8.0	DVT Anticoagulation: 2.0 – 3.0 Prosthetic Heart Valves: 2.5 – 3.5
HEMATOLOGY			
WBC	None	> 50.0 with blasts > 10%	4.0 – 11.0 K/uL
Abs. Neutrophil Count	< 0.5	None	1.5 – 7.0 K/uL
Hemoglobin	< 7.0	> 23	Male: 13.0 – 17.0 g/dL Female: 11.5 – 15.5 g/dL
Hematocrit	< 21	> 69	Male: 37 – 49% Female: 34 – 45%
Platelets	< 10,000	> 1,500,000	130 – 400 K/uL
Body fluids - CSF	Any malignant cells Intracellular fungus Intracellular bacteria	No organisms or malignancy	Body fluids - CSF
MICROBIOLOGY			
All positive blood cultures			
All positive CSF cultures			
TOXICOLOGY			
Digoxin	None	> 2.5	0.8 – 2.0 ng/mL



ALERT VALUES

Test	Low Value	High Value	Reference Range
CHEMISTRY			
Amylase	None	≥ 500	30 – 120 U/L
Calcium	≤ 7.0	≥ 12.0	8.5 – 10.5 mg/dL
Calcium, Ionized	≤ 3.5	≥ 6.0	4.6 – 5.4 mg/dL
Carbon Dioxide	≤ 10	≥ 40	18 – 30 mEq/L
Chloride	≤ 70	≥ 130	97 – 110 mEq/L
Creatine Kinase	None	≥ 500	Male: 37 – 289 U/L Female: 30 – 200 U/L
Creatinine	None	≥ 6.0	Male: 0.8 – 1.4 mg/dL Female: 0.6 – 1.3 mg/dL
Fibrinogen	≤ 100	None	233 – 475 mg/dL
Glucose	≤ 45	≥ 400	65 – 100 mg/dL
Lead	None	Adults: ≥10 Children: ≥ 5	Age ≥ 15 years: < 10 ug/dL Age < 15 years: < 5 ug/dL
Lipase	None	≥ 500	7 – 59 U/L
Magnesium	≤ 1.0	≥ 5.0	1.3 – 2.3 mg/dL
Osmolality	≤ 250	≥ 325	Adults: 280 – 303 mOsm/kg
Potassium	≤ 3.0	≥ 6.0	3.5 – 5.3 mEq/L
Phosphorus	< 2.0	None	Adults: 2.2 – 4.5 mg/dL
SGOT (AST)	None	≥ 1,000	5 – 35 U/L
SGPT (ALT)	None	≥ 1,000	7 – 56 U/L
Sodium	≤ 120	≥ 160	133 – 146 mEq/L
Troponin I	None	≥ 0.040	< 0.040 ng/mL
Urea nitrogen	None	≥ 80	8 – 25 mg/dL
COAGULATION			
PT INR	None	> 4.0	DVT Anticoagulation: 2.0 – 3.0 Prosthetic Heart Valves: 2.5 – 3.5
PTT	None	≥ 76	23.0 – 38.5 seconds
HEMATOLOGY			
WBC	None	≥ 40,000	4.0 – 11.0 K/uL
Hemoglobin	≤ 8.0	None	Male: 13.0 – 17.0 g/dL Female: 11.5 – 15.5 g/dL
Hematocrit	< 24	None	Male: 37 – 49% Female: 34 – 45%
Platelets	≤ 30,000	None	130 – 400 K/uL
IMMUNOLOGY			
Hepatitis	Positive Hepatitis A IgM Antibody Positive Hepatitis B Surface Antigen		Negative Negative
HIV	Positive Confirmation		Negative
MICROBIOLOGY			
Positive results for the following tests:			
AFB, Culture	E. histolytica Antigen		Influenza A H1N1 (2009) PCR
Blood Parasite Films	Fungal Culture (Source: eyes)		O & P
C. difficile Toxin	Giardia Antigen		Rotavirus Culture, feces
Cryptosporidium Antigen	Herpes Simplex Culture (Patient < 6 months of age)		
Cultures from Sterile Sites	Influenza A/B Antigen (Rapid)		
MOLECULAR			
Bordetella Pertussis, PCR	Thin Prep and Surepath Group B Strep		C. difficile Toxin PCR
TOXICOLOGY			
Therapeutic Drug Monitoring (TDM)	All Values above the reference range		
HISTOLOGY / CYTOLOGY			
New diagnosis of life threatening malignancies and other pathological processes			
BODY FLUIDS			
The organisms and/or cells listed below are alert values and are called to the physician as soon as verified.			
Synovial fluid WBC ≥ 2000/uL	CSF WBC ≥ 100/uL		Pleural/ascitic WBC ≥ 1000/uL

4.15 CPL will use its Atlas program to “pull up” the City’s employees’ lab orders at our Draw Stations. We understand that this is a serious concern for the City and that more than two “lost requests” may result in the cancellation of the contract. CPL asks that the City contact Lisa Davis if this ever occurs so she may investigate the issue and retrain any necessary employees to prevent this from occurring again.

4.16 CPL will see AFD, APD, and EMS employees within 20 minutes of them checking in at CPL Draw Stations. CPL realizes that due to the nature of these first responders, the City needs to minimize the time they are considered out of service.

5.0 REPORTING OF LAB RESULTS

5.1 Turnaround Time

CPL shall perform the services described below and provide test results to designated City personnel as tests are completed. CPL shall report test results no later than the close of business the next business day except when:

- The test is a STAT order; or
- The test is not routinely performed; or
- CPL shall send the specimen to another reference laboratory; or
- CPL is provided an unlabeled or mislabeled specimen.

5.2 Prior Review of Results

CPL shall review all test reports for possible errors by the reference laboratory before releasing results to the City. Test results shall include comments on testing of a suboptimal specimen.

5.3 STAT Results

CPL’s standards of excellence allow us to exceed the City’s expectations for STAT turnaround times.

Since we are conveniently located in Austin, we are able to provide you and your patients 2-hour STAT testing; weekend, after-hours, and holiday laboratory testing service, 365-day courier service, as well as back-up support for your internal laboratory. Instead of reporting STAT results within three hours, as requested, we strive to meet our internal goal of releasing STAT results within 2 hours of receiving the specimens at our own laboratory.

We also have a team of dedicated STAT drivers that are under continuous dispatch to meet the STAT turnaround times as indicated in the RFP. We have 19 couriers that have predetermined routes, who are dispatched daily to deliver supplies and to pick up specimens at our clients’ offices.

If CPL is unable to meet the specified turnaround time, CPL shall notify the requesting department/clinic of the reason for the delay and the time the results shall be available. STAT laboratory results to be reported after the close of business shall be called to the

requesting department/clinic. The requesting department/clinic shall provide (on the laboratory requisition form) the phone number where the appropriate City personnel can be reached.

5.4 Critical Abnormal Results

CPL shall immediately notify the City Provider of any critical abnormal test result, unless otherwise specified. If the critical abnormal test result is identified after the City's close of business, CPL shall report the results to the provider at the after-hours phone number provided on the lab request form.

Emergency Plan

Clinical Pathology Laboratories, Inc.'s Disaster Recovery Plan

Purpose:

To document a plan of action to follow in case of major disaster that allows an orderly and efficient course of action for all employees. The response to disaster should minimize the adverse effects of the disaster as much as possible by allowing uninterrupted service to our client.

Goals:

1. To notify employees needed to evaluate the event and form a plan of action.
2. To assess the extent of damage incurred to CPL due to the disaster.
3. To identify orders in progress and plan the most efficient way for testing to be completed.
4. To implement steps needed to return to business as usual.
5. To identify the samples that need to be recollected for testing.
6. To follow the progress of testing being performed at other facilities to ensure uninterrupted service to our clients.
7. To obtain information from clients who have issues or concerns during the period immediately following a disaster.

In the event of a major disaster, the following events should occur:

- A. An emergency list of key employees that should report to work after a major disaster includes but is not limited to the following:

Steve Shumpert President (512) 310-9916

The President or his appointed designee should be immediately notified with information concerning a potential or actual disaster. Depending upon the type of disaster, the President may choose to seek advice from the Building Contractor for appropriate course of action.

At the President's discretion, the individuals listed below may be contacted to participate in decision making for the disaster recover with the corresponding assignment of responsibility. The President or his designee assumes responsibility for either notifying the managers or assigning someone to perform that function. The person making the call may be instructed to contact another employee in that realm of responsibility if the manager is unavailable.

- B. The President or his designee may choose to do a walk-through of the facility to assess obvious damage during the initial meeting. At the discretion of the President, other employees or contractors may accompany those assigned to assess damage.
- C. Requisitions already in house will be distributed to the local or remote laboratories that were not affected by a disaster for data entry and testing. The following scenarios that might complicate that procedure and steps needed to address those scenarios are listed below:
1. Lost Requisitions
 - a. If the requisitions had been scanned into the Meditrieve system prior to the loss, records will be retrieved from that system to assist billing for tests performed.
 - b. If the requisitions had been entered into the Lab system prior to the loss, but not scanned into Meditrieve, records will be retrieved from the lab system to assist billing for tests performed.
 - c. If the requisitions had not been entered into the Lab system prior to the loss, but the samples are available for testing, the collection location will be requested for back copies of the requisition.
 - d. If back copies of the requisitions are not available but the samples are available, efforts will be made to determine and contact the ordering physician for ordering information.
 2. Lost Samples
 - a. If the order has been entered into the Lab system but the sample is not available for testing, the accessions will be identified by the normal pending list and Specimen in Question protocol which includes notification of the client for recollection request.
 - b. If the order and sample are both lost before the order was placed in the computer or in Meditrieve, we will have to depend upon communication from the ordering physician or collection facilities to follow up for recollections.
- D. Determine the extent of damage to the building, computer systems, Telecommunications and testing instruments.
1. Building - The extent of damage to our main testing facility will be assessed, then it will be decided where processing of samples will take place. Factors to be considered include:
 - a. The time predicted to repair the building.
 - b. The time predicted to repair or replace the instruments and supplies needed for testing.
 - c. The professional staff available to repair and reconnect instruments and to perform testing.
 - d. An assessment of the testing that needs to be performed immediately either due to specimen integrity or needs of the patient.

2. Computer Systems - The extent of damage to the main laboratory and financial systems will be assessed. The damage parts will be replaced and the system restored from back-up.
Please refer to the attached "System Downtime Protocol" used by the Information System Department for further detail.
3. Telecommunications - The extent of damage will be assessed and phones lines restored from phone vendors.
Please refer to the attached Emergency Plan for Remote Computer Downtime for the protocol used by remote locations when communication with the central computer is unavailable.
4. Testing Instruments - The extent of damage will be assessed, repairs made and/or instrument vendors will be called in.

The Department Supervisors will work with the instrument vendors to determine the appropriate steps to restore testing. Options to be considered include but are not limited to:

- a. Instrument repair
- b. Temporary or permanent replacement of equipment - see attachment for list of vendor contracts.
- c. Supply replacement - see attachment for detailed list of supplies/reagents by department and vendor contracts.

II. Outsourcing Partners

- A. In the event of a disaster, the priority / STAT testing will be performed at one of the following Referral Laboratories. The VP of Operations will determine the list of tests to be sent to a referral laboratory based on the following considerations:
 1. The tests that are normally performed in the Stat Laboratory
 2. The tests that would have compromised specimen integrity if performed in a routine manner by our Referral Laboratories
 3. The tests that require more rapid turnaround time than our routine referral Testing would provide due to the use of the test results for therapeutic decision making.
- B. The following institutions may be consulted for their ability to perform Stat or Routine testing during disaster recovery at CPL:
 1. St. David's Hospital, Jennifer Blankenship, M.D.
512-544-4242
 2. Seton Medical Center, Suzanne Ledet, M.D. 512-324-1000
 3. Seton Northwest, Susan Pacinda, M.D. 512-324-7000
 4. Brackenridge Hospital, Timothy Kolda, M.D. 512-341-6445
 5. Round Rock Hospital, Craig Peterson, M.D. 512-341-6501

The VP of Operations or his designee would contact the Referral Laboratories' Medical Director or appropriate alternate to discuss the possibility of performing Stat and/or

Routine tests for CPL. The following considerations would be used to determine the Referral Laboratory that CPL would use during Disaster Recovery:

1. Testing would be sent to a laboratory not adversely affected by the disaster.
2. Testing would be sent to a laboratory that could handle the volume of testing that CPL would refer to them.
3. Testing would be sent to a laboratory easily accessible for delivery of samples.
4. Testing would be sent to a laboratory that can deliver reports in an efficient and timely manner to CPL.
5. Testing would be sent to a laboratory that offers the same days of service that we have promised our clients.
6. Testing would be sent to a laboratory that offers ease of reporting results for CPL. Preference would be given to those laboratories that have an interface for results reporting if all other factors were equal.

Note: At the discretion of the VP of Operations, it may be advisable to send testing to multiple laboratories depending upon the variety of testing that is available at particular reference laboratories and their ability to result particular tests in the timeframe promised CPL's clients.

- C. The Referral Laboratory for testing will be determined based on whether the patient has Stat or routine testing.
 1. All Stat testing will be referred to a local hospital.
 2. All routine testing will be referred to Sonic Sister Laboratories or alternate facility chosen by the VP of Operations and Medical Director or his designee after consulting with the Reference Laboratory.
- D. Collection and Distribution of Specimens:
 1. Routine collection will take place at Patient Service Centers and client offices. Specimen processing will be done locally and dispersed to local labs by our courier system. Specimens dispersed to remote labs will be delivered via our referral system, e.g., DHL, Federal Express.
 2. Contracted laboratories are listed in II. B. All are local labs. These laboratories have the capacity to handle the volume of testing that would be sent but would be contacted to confirm this expectation.
 3. Expected turn-around time for local laboratory testing could be extended up to an additional 8-12 hours and remote laboratory testing could be extended up to an additional 24-48 hours.
- E. Contracts and agreements with other laboratories.
 1. Current arrangements exist for sending Stat testing and time sensitive testing to local hospitals.
 2. Verbal agreements have been reached with PLI/FML for disaster backup. PLI/FML location, specimen information and shipping instructions.
- F. Depending on the nature of the disaster, the cost will vary. If the whole lab is disabled, the cost should range between \$50,000 to \$100,000 per day.

III. Information Flow Between Parties

- A Stat testing requisitions and specimens will be delivered to a local hospital for testing. The hospital will contact the physician with testing results and will forward a copy of the patient results to CPL.

- B. Routine testing will be sent to a Referral Laboratory that CPL is interfaced with. The order and result will be entered at the referral laboratory. All results will be printed in Austin for distribution.
 - C. The service provided to our clients will be continually monitored by the VP of Operations or his designee to ensure that reports are being made available to our clients in a timely manner.
- IV. Information Technology
- A. Interim Solution
 - 1. CPL will make an emergency hardware purchase from the current vendor that will allow us to continue providing clinical reports to clients. We will request that the hardware be shipped overnight to a designated location.
 - 2. CPL will then take our most current backup and all incremental backups to the designated site for installation.
 - 3. CPL will make arrangements to have Frame Relay circuits rerouted to our designated site and will have our main Austin phone numbers and our 800 phone numbers forwarded to one of our larger remote laboratories.
 - B. Long-Term Solution
 - 1. CPL will reacquire all necessary hardware to allow us to provide services to our staff and doctors.
 - 2. The systems will be placed at the most appropriate location for CPL and all Frame Relay circuits will be rerouted to that location.
- V. Rebuilding our main facility will be coordinated with the appropriate construction company. The timing of reconstruction and the cost will be based on the extent of damage.

Tab 7 – REFERENCES

CPL is proud to share three references with The City of Austin to demonstrate our history of superior customer care, quality testing, and IT options. We feel privileged to have the references of The University of Texas, Texas Diabetes and Endocrinology, and Austin Regional Clinic. CPL began providing services for these clients over 10 years ago and continues to do so. Please note that our clients' financials are confidential and therefore, we are not allowed to release that information.

The University of Texas

CPL has continually provided laboratory services to The University of Texas's University Health System for over ten years. CPL performs all responsibilities and duties explained in this RFP, including the testing and reporting of routine tests and profiles, 365-day courier service, exemplary customer service, IT support and implementation of their LIS, and monthly service meetings, including those involving Dr. Mark Silberman, who serves as the University's Laboratory Director.

The contract has been renewed and implemented with full success by The University and CPL several times. The latest contract is still in effect.

The University of Texas
University Health Services
Neeta Bhakta, Laboratory Manager
SSB 2.102
Campus Mail A3900
healthyhorns.utexas.edu
512.475.8228 | fax 512.475.8364

Texas Diabetes and Endocrinology

CPL has also been providing a full range of routine clinical and pathology laboratory services, an in-office phlebotomist, STAT testing, and the formatting of custom requisitions to Texas Diabetes since Dr. Thomas Blevins opened the first of his three practices in the Austin area over 14 years ago. Dr. Blevins and Dr. Silberman have frequent discussions regarding the implementation on new laboratory testing platforms and testing opportunities.

CPL successfully completed an interface with Texas Diabetes's interface and provides IT support as needed. Texas Diabetes also works with CPL's on-line reporting system, called Atlas.

Texas Diabetes and Endocrinology has three Greater Austin locations, with the Main Office is located at:

6500 N. Mopac, suite 200, Austin, Texas 78731
512-458-8400
Lori Farmer
lfarmer@texasdiabetes.com

Austin Regional Clinic

CPL has been providing routine and STAT clinical and pathology laboratory services to ARC for over 20 years. We also provide ARC with Medical Directorship. This is an ongoing relationship that includes regular meetings with ARC and CPL's Executive Team, Territory Sales Manager, and Medical Director.

CPL successfully completed an interface with ARC's interface and provides IT support as needed.

ARC has 18 Greater Austin locations
10401 Anderson Mill Road, ste. 110
Austin, Texas 78750
512-250-5571
Contact: Gregg Blair
gablair@austinregionalclinic.com

Tab 8 – Applicable Experience including Personnel Qualifications

CPL is proud to share the resumes of our Key Personnel who will be working with the City on the scope of work mentioned in this RFP.

Following are professional resumes of Dr. Mark Silberman, Dr. Romeo Solano, Tony Jones, Nancy Stratton, Lisa Davis, and Frank Arienzo, who all will be performing significant services under this contract.

Mark Silberman, M.D. has served as CPL's Medical Director for the past eight years. He completed his undergraduate degree in Chemistry from Virginia Polytechnic Institute and State University. He received his medical degree from Johns Hopkins University Medical School in Baltimore, M.D.

After an internship year in Internal Medicine at the Pennsylvania Hospital in Philadelphia, he returned to Johns Hopkins University for residency in Anatomic and Clinical Pathology. Dr. Silberman completed two fellowships at Hopkins, one in Surgical Pathology under the mentorship of Drs. Jonathan Epstein and Fred Askin and another in Hematopathology under Drs. Michael Borowitz and Risa Mann. With Dr. Borowitz, he coauthored Cases in Flow Cytometry, as well as 10 other abstracts and presentations. Dr. Silberman is board-certified in Anatomic and Clinical Pathology, with a subspecialty certification in Hematopathology. He is a member of the following Professional Societies: American Medical Association, American Society of Clinical Pathologists, College of American Pathologists, Texas Medical Associates, Texas Society of Pathologists, and Travis County Medical Society.

Romeo I. Solano, Ph.D. is a motivated and quality-driven leader who has more than 16 years of experience as a Director of Laboratory Operations. He is an expert in laboratory regulatory compliance, quality assurance and quality control, as well as Lean Six Sigma continuous improvement methodologies. He is skilled at building effective teams, managing change and developing strategic business plans. He is identified as a high potential individual with a record of achieving results, exceeding company expectations, and delivering exceptional customer service.

Tony Jones is CPL's Vice-President, responsible for the direct oversight and management of Logistics, Phlebotomy, Courier and Dispatch, and Supplies, and Territory Managers. Tony is a business development director with proven success in various IT-related projects, as well. He has 10 years of experience in the laboratory industry and has the well-earned reputation of being an innovative and persuasive leader with strong analytical and negotiating skills. He also has proven ability in building, motivating and developing cross-functional operations sales and service teams to achieve business objectives. He is extremely successful with new-business implementation, seamlessly merging CPL laboratory services and IT executions into physicians' practices and clinics.

Tony will continue to monitor all the City's statistics, service indicators, utilization reports, and client needs. He will be involved in all decisions involving the City, as well as status updates of service to the City. Tony has over nine years of lab experience, with three years in an executive position at CPL.

Nancy Stratton serves as CPL's Vice-President of Quality Improvement and Risk Management. Nancy oversees quality improvement throughout the division, including process review and the identification of Best Practice opportunities. Nancy oversees the following departments: Quality Assurance, Customer Service, and Exception Handling. She is a member of American Society of Clinical Pathologists, American Association for Clinical Chemistry, and American Society for Healthcare Risk Management.

Lisa Davis will continue to serve as your main contact and has been an award-winning CPL Territory Manager for 22 years. She has also worked as an Operations Supervisor for CPL and has in-depth laboratory experience. She reports directly to Tony Jones and will meet with him on a regular basis to discuss how best to continue to care for the City's needs.

Lisa will continue to serve all of your clinics and build relationships between CPL and the City's staff. She will continue to in-service the clinics as new tests are developed and/or new procedures are created, or upon any the City's request.

Lisa has strived to respond quickly and diligently to all questions and requests from all the City Clinics. This high level of customer service will be continued if the contract is extended.

Frank Arienzo, Manager of Internal Projects, reports directly to President Steve Shumpert. Frank oversees a majority of the large developmental projects, including highly technical IT integrations. He specializes in multi-clinic and hospital interfaces. Frank has success in managing and motivating teams of employees under the IT umbrella, as well as working closely with clients in finding solutions to their reporting challenges. Frank has been with CPL for the last eight years, all of which have been in a management role.

Our goal is to provide immediate attention whenever it is needed to the City, regardless of the time or effort. Instead of estimating the time that we will take in servicing your account, know that we will continue to provide immediate responses to your clinics at all times.

Curriculum Vitae

Personal Information

Name Mark A. Silberman, M.D.
Office Address 9200 Wall Street
Austin, Texas 78754
Office Phone (512) 339-1275 **Office Fax** (512) 873-5069
Birthdate 07/27/65

Licensure

Physician Permit K7397 Texas
DEA BS8508131 **DPS** T0130552
Medicare 83P921 **Medicaid** P083P9216
UPIN G03021

Certification

Specialty American Board of Pathology
Anatomic & Clinical Pathology, 11/11/98
Subspecialty American Board of Pathology
Hematopathology, 9/1/00

Signature: Mark A. Silberman Date: 12/17/2015

Education

Undergraduate Virginia Polytechnic Institute and State University
Blacksburg, Virginia
8/83-5/87
B.S. Chemistry
Graduate *Summa Cum Laude*

Medical School The Johns Hopkins University School of Medicine
720 Rutland Ave.
Baltimore, Maryland 21205-2196
9/87 – 5/91
M.D., May 23, 1991

Internship Pennsylvania Hospital
800 Spruce Street
Philadelphia, Pennsylvania
6/91-7/92
Internal Medicine

Residency The Johns Hopkins Hospital
600 North Wolfe Street
Baltimore, Maryland 21287
07/92-6/97
Anatomic & Clinical Pathology

Fellowship The Johns Hopkins University School of Medicine
720 Rutland Ave.
Baltimore, Maryland 21205-2196
7/95 – 6/96
Surgical Pathology

Fellowship The Johns Hopkins University School of Medicine
720 Rutland Ave.
Baltimore, Maryland 21205-2196
7/97 – 6/98
Hematopathology

Teaching & Professional Experience

Sept. 2007 – Present	Medical Director Clinical Pathology Laboratories, Inc. 9200 Wall Street Austin, TX 78754
Feb. 1999 - Present	Clinical Pathology Associates Associates Pathologist 9200 Wall Street Austin, TX 78754
July 1998 – Jan. 1999	The Johns Hopkins University School of Medicine Instructor, Department of Pathology 600 North Wolfe Street Baltimore, Maryland 21287
July 1998 – Jan. 1999	The Johns Hopkins Bayview Medical Center Staff Pathologist, Department of Pathology 4940 Eastern Avenue Baltimore, Maryland 21224

Professional Societies

American Medical Association
American Society of Clinical Pathologists
College of American Pathologists
Texas Medical Association
Texas Society of Pathologists
Travis County Medical Society

Abstracts & Presentations

Mark A. Silberman and Jonathan I. Epstein: Tumor angiogenesis correlates with progression after radical prostatectomy but not with pathological stage in Gleason grade 5 – 7 adenocarcinoma of the prostate. Presented at the annual meeting of The United States and Canadian Academy of Pathology in Toronto, Canada, March 1995.

Mark A. Silberman, Kimberly Moore, R. Tucker Burks, Jean Olson, Mark Talamini, and Ralph Hruban: Mucinous cystic neoplasms of the pancreas and liver with ovarian stroma. Presented at the annual meeting of The United States and Canadian Academy of Pathology in Toronto, Canada, March 1995.

Theresa L. Nicol, **Mark A. Silberman**, Dorothy Rosenthal and Michael J. Borowitz: The
CV: MARK SILBERMAN, M.D.

accuracy of combined cytopathologic and flow cytometric analysis in the evaluation of primary lymph node diagnoses. Presented at the annual meeting of The American Society of Cytopathology in Boston, Massachusetts, November 1997.

Joseph D. Kronz, **Mark a. Silberman**, William C. Allsbrook, Sheldon Bastacky, R. Tucker Burks, Stacy E. Mills, JS Ross, WA Sakr, JE Tomaszewski, LD True, TM Ulbright, Michael Weinstein, RK Yantiss, Robert H. Young, Jonathan I. Epstein: Pathology residents improve Gleason's grading of prostate carcinoma in needle biopsies using a web-based tutorial. Submitted to The United States and Canadian Academy of Pathology in Spring 1999.

Joseph D. Kronz, **Mark A. Silberman**, William C. Allsbrook, and Jonathan I. Epstein: Use of a web-based tutorial to improve practicing pathologists' Gleason grading of prostate carcinoma on needle biopsies.. Submitted to The United States and Canadian Academy of Pathology in Spring 1999.

Papers

Theodore Kessis, Mark A. Silberman, Mark Sherman, Lora Hedrick, and Kathleen Cho: rapid identification of patient specimens with microsatellite DNA markers. *Modern Pathology*. 9(3):183-8, 1996 Mar.

Joseph A. DiGiuseppe, Sheldon Bastacky, R. Sue Shirey, **Mark A. Silberman**, Grover M. Hutchins, and Paul M. Ness: Tacrolimus-related post-transplant lymphoproliferative disorder presenting as autoimmune hemolytic anemia. *Archives of Pathology and Laboratory Medicine*. 120:128-285, 1996 Mar.

Stephen J. Cina, **Mark A. Silberman**, Hillel Kahane, and Jonathan I. Epstein: The diagnosis of Cowper's glands on prostate needle biopsy. *American Journal of Surgical Pathology*. 21(5): 550-5, 1997 May.


Mark A. Silberman, Hillel Kahane, Alan Partin and Jonathan I. Epstein: Tumor angiogenesis correlates with progression after radical prostatectomy but not with pathological state in Gleason grade 5-7 adenocarcinoma of the prostate. *Cancer*. 79(4): 772-9, 1997 Feb 15.

Mark A. Silberman and James H. Nichols: Carbon monoxide. *Therapeutic Drug Monitoring and Toxicology*. 18(7):175-92, July 1997.

Mark A. Silberman and Joseph DiGiuseppe: Pathology of the Lymph Nodes and Spleen in Jonathan I. Epstein, ed. *The Johns Hopkins Pathology CD-ROM Atlas of Surgical Pathology*. WB Saunders, publication in progress.

Xuhui Liu, Amin A. Mohammad, John R. Petersen, Anthony O. Okorodudu, Michale Engelstad, David Li, **Mark A. Silberman**, Laurie J. Sokoll, and James H. Nichols: Multi-site analytical evaluation of the SenDx 100™ blood gas/electrolyte analyzer for point-of-care testing. Submitted.

CV: MARK SILBERMAN, M.D.


Signature


Date

Page 4

ROMEO I SOLANO, Ph.D.

9200 Wall Street
Austin, Texas 78754

rsolano@cpllabs.com

Phone: (512) 873-1621

SUMMARY

Motivated, quality-driven leader with more than 16 years of experience as Director of Laboratory Operations. An expert in laboratory regulatory compliance, quality assurance/quality control, and Lean Six Sigma continuous improvement methodologies. Skilled at building effective teams, managing change, and developing strategic business plans. Identified as a high potential individual with a record of achieving results, exceeding company expectations, and delivering exceptional customer service.

PROFESSIONAL EXPERIENCE

Clinical Pathology Laboratories (CPL)

2011-Present

Part of Sonic Healthcare, Ltd, of Sydney, Australia

Vice President, Technical Operations, Austin TX

Responsible for the direct oversight and management of the laboratory for the Southwest Division.

- Direct over 300 FTEs in both Clinical and Anatomic Pathology Laboratories.
- Continuously improve the laboratory to deliver state-of-the art services through the establishment of quality systems.
- Financially responsible for the operating budget as well as all capital expenditures.
- Developing an esoteric laboratory which serves as a reference laboratory for Sonic Healthcare USA.
- Strategically prepare the laboratory for the future.

QUEST DIAGNOSTICS INCORPORATED

1991-2011

Director, Laboratory Operation, Irving TX (2009 – 2011)

Responsible for day-to-day operations including pre-analytical, analytical, and post analytical processes.

- Directed over 250 employees and coordinated all laboratory activities.
- Ensured all laboratory activities and operations were carried out in compliance with local, state, and federal regulations and laws.
- Responsible for the evaluation and recommendation of new procedures, equipment, and techniques utilized in the laboratory.
- Established a lean-in-the-lab operation which netted over \$2.5M of annual savings. The changes included conveyance and automated sorters and aliquoters in the pre-analytical area. Automation was established in the Hematology section and a 5S program was initiated in the laboratory.
- Established quality systems which helped the laboratory in exceeding TAT, financial, and productivity goals.
- Established dashboards of leading indicators and how to react to trending metrics.

Black Belt, Six Sigma (2007-2009)

Responsible for leading change and significant projects for Quest Diagnostics and the Texas Gulf Coast Business Unit.

- Taught Green belt and Black belt courses in Mexico and the USA.
- Selected to the Corporate Reshape Team with a mission to save \$500M in expenses. Developed purchasing solution for contract couriers with an estimated savings of \$2.9M. Deployed the Asset Management program to all business units with a savings of \$1M.

- Developed proposal to integrate Quest and Ameripath in the TXGC BU. Proposal accepted by Corporate Steering Team. Led the integration of the Histology laboratories which netted a savings of \$1M.
- Responsible for lean-in-the-lab deployment in the Irving Laboratory.

EDUCATION

Ph.D., Clinical Chemistry, Cleveland State University, Cleveland, OH

M.S., Clinical Chemistry, Cleveland State University, Cleveland, OH

B.S., Chemistry/Forensic Science, Eastern Kentucky University, Richmond, KY

PROFESSIONAL STATUS / MEMBERSHIPS

Certified Clinical Chemist by the National Registry in Clinical Chemistry (CC-NRCC)

American Chemical Society - member

American Association for Clinical Chemistry - member

Society of Forensic Toxicologist – member

College of American Pathologists Inspector

Black Belt, member ASQ

TONY JONES

9200 Wall Street
Austin, Texas 78754

tjones@cpllabs.com

Phone: (512) 948-8041

SUMMARY

Business Development Director with proven success in various IT related projects as well. Ten years of experience in the laboratory industry. Innovative and persuasive leader with strong analytical and negotiating skills. Proven ability in building, motivating and developing cross-functional operational and sales teams to achieve business objectives. An effective communicator with a flexible and adaptive interpersonal style that relates well at all levels of the organization.

PROFESSIONAL EXPERIENCE

Clinical Pathology Laboratories (CPL)

2012-Present

Part of Sonic Healthcare, Ltd, of Sydney, Australia

Vice President, Austin, TX

Responsible for the direct oversight and management of sales, logistics, phlebotomy and supplies.

- Directly over 200 FTEs between sales and operations.
- Streamline client communication and standardization throughout the Southwest Division.
- Financially responsible for FTEs, Patient Service Centers, STAT Labs and overall business and marketing development.
- Driving innovative IT products such as iMorpheus, DocbookMD and Holon Solutions.
- Managing ACO, HIE and population health projects.

QUEST DIAGNOSTICS INCORPORATED

2005-2012

The Nation's leading provider of diagnostic testing, information, and services. NYSE:DGX.

Account Executive, Laboratory Consulting, Austin, TX (2008 – 2012)

Responsible sales, marketing and IT related projects.

- Managed 300 client accounts.
- Strategic business planning, consulting and business development.
- Sold EHRs, Practice Management Software and Electronic Prescription Software.
- Provided corporate training for strategic accounts.
- Consulted physicians via high impact testing such as Colovantage, Ova One and Drug Monitoring.

Senior System Analyst (2005-2008)

Responsible for leading a team of IT personnel throughout the Texas Gulf Coast Business Unit.

- Managed hospital implementation projects.
- IT consultant for physicians and internal sales force.
- Trained clients throughout Texas and New Mexico.
- Responsible for maintaining and monitoring software/hardware throughout the Business Unit.

EDUCATION

B.S., Business and Information Systems, University of Phoenix, Austin, TX
Certificate, Clinical Decision Support, American College of Physician Executives
Certificate, New Horizons, Cisco Router and Switch Configurations

MEMBERSHIPS:

HIMSS (National)
Integrated Care Collaboration (HIE) .
Critical Connection (CHR)

NANCY STRATTON

P O Box 1232

Luling, Texas 78648

(512) 619-1221

ACCOMPLISHMENTS

2010 – PRESENT: VICE PRESIDENT POSITION

Successfully designed inspection readiness program for large clinical laboratory, achieving great success in multiple inspections. Developed venue for quality improvement discussions and presentations for all locations within the division, with focus on pre-analytical processes. Focus on phlebotomy training and continuous improvements. Works with corporate IT department with focus on efficiency. Developed Best Practice committees in areas of phlebotomy, courier, client service and processing/data entry. Manages quality assurance department implementing electronic document control, electronic competency programs and training. Coordinates process improvements with technical departments. Coordinates focus to minimize risk and medical malpractice issues. Member of division compliance committee. HIPAA/HiTech committee, safety committee, client communication committee and corporate quality committee. Meets with clients to address concerns. Works closely with medical directors, vice presidents, managers and supervisors throughout the laboratory and the division.

1998 – 2010: MANAGERIAL POSITION

Successfully implemented call center technology and techniques into clinical laboratory setting. Initiated training programs for customer service representatives and phlebotomists. Reduced redundancies in logistic routes and reduced expense. Led motivational in-services for supervisory staff. Improved the system for compilation of company-wide service indicators. Designed new patient service centers, working with contractors and architects while keeping within budget. Negotiated property leases. Designed and prepared customer satisfaction surveys. Worked with pathologists investigating client concerns and determining root cause. Worked with lawyers in risk management issues, medical malpractice issues. Performed process evaluation. Prepared achievable departmental budgets.

1998 – PRESENT: SMALL BUSINESS CO-OWNER

Successfully achieved small business start up and five years later relocated business resulting in increased revenue. Successfully achieved start up of small horse ranch business.

NANCY STRATTON

EDUCATION AND CERTIFICATIONS

2007 Masters of Business Administration from St. Edward's University
2007 General Aviation Student Pilot
2005 Bachelors of Business Administration from St. Edward's University
1991 Texas Emergency Medical Technician Certification
1990 – 1991 Texas Emergency Medical Technician Training
1983 Clinical Laboratory Technologist, Department of Health and Human Services, Certification
1982 Medical Laboratory Technician Certification – American Society of Clinical Pathologists (ASCP)
1979 Certified Laboratory Assistant Certification (CLA) – ASCP
1978 – 1979 Attended DeTar Hospital CLA program

EXPERIENCE

Have worked in clinical laboratory positions from 1979 – present in various leadership roles in hospitals, physician office laboratories and reference laboratory.

ORGANIZATIONS

American Society of Clinical Pathologists
American Association for Clinical Chemistry
American Society for Healthcare Risk Management
Horses4Heroes

INTERESTS

Developed equine facility for military and family, special needs and other (Big Brothers/Big Sisters, Veterans groups, Church groups)
Event planning – coordinate equine competitions as fund raisers for equine facility
Coordinate volunteers for equine facility

Lisa Davis

ldavis@cpllabs.com

9200 Wall Street
Austin, TX 78754

512-873-1685

SUMMARY

Territory Manager with long-standing history of successful relationships with clients and consistent territory growth.

PROFESSIONAL EXPERIENCE

Clinical Pathology Laboratories (CPL)

1993 - Present

Territory Manager, Austin, Texas

Responsible for Sales, Service and IT-related projects

- Manage over 350 Client Accounts
- Provide IT Training and Support
- Provide Laboratory Training for Offices/Hospitals
- Provide Clinical and Billing Support

Clinical Pathology Laboratories (CPL)

1990-1993

Microbiology Supervisor, Austin, Texas

- Responsible for the coordination and technical supervision of the bacteriology, parasitology, mycology, and mycobacteriology sections of the laboratory.
- Reviewed quality control and quality assurance and worked with accreditation agencies.

EDUCATION

M.Ed, Texas State University

B.S., Laboratory Science, Oakland University

Frank R. Arienzo

Frankarienzo@gmail.com

(954) 646-8098

<https://www.linkedin.com/in/frankarienzo>

Experienced in System management, Implementation, System conversions and Analytical Development, within the scope of Project Management

Professional Experience

Manager of Internal Projects (Promotion)

1/15-present

Project Manager

8/12-1/15

EMR Interface Manager Southwest Division

11/08 – 8/12

Clinical Pathology Labs

Austin, Texas

- Identify, refine and deploy solutions throughout the division.
- Manages team growth output, production, and support
- Orchestrate the inception of departmental SOP and cross training programs
- Negotiate working relationships with each EMR client
- Monitor and facilitate CPL clients during production cutover
- HL7 and Core Point Interface Engine

IT Operations Manager

09/98 - 09/08

Ameripath Inc.

Dallas, Texas

- IDX 9.0, Flow Cast 3.0, and Antrim (Misys)
- Manage day to day operations, statements, EDI, ERA
- Interface testing
- Systems Analyst for implementation and support of IT/Billing System. ECS transmissions
- End of month balance and reconciliation.
- Database and file definitions for Antrim (Misys) Financial Software, IDX, and GE centricity Flow Cast 3.0, Dictionary training.
- Implementation of new policies and procedures, SOP's for all facets of production control

Software Technician

10/97- 09/98

EDSS, Inc.

Fort Lauderdale, Florida

- UNIX medical office billing systems.
- Onsite installations of HECET proprietary clearinghouse software.
- Training of client use of billing software
- Implemented new training programs

Frank R. Arienzo

Frankarienzo@gmail.com

(954) 646-8098

<https://www.linkedin.com/in/frankarienzo>

Information Systems Manager

Bio Trace Clinical Laboratory

4/96 – 10/97

Miami, Florida

- System Manager for CCA laboratory/billing system.
- Implementation of software modules and lab interfaces
- Maintenance of IBM Risk 6000 mainframe
- Troubleshooting
- Day to day operations within the scope of the CCA software.
- Software application training for both internal and external clients
- Training of client use of billing software
- Technical instructor

Senior IT Analyst

Med Path Laboratory

6/88 – 4-96

Deerfield Beach Florida

- System support for Antrim (Mysis) laboratory and billing system
- Printer installs, reports and statements printed, system backups and restoration of data as needed
- System backups and restoration
- End of Month balance and reconciliation
- Clinical laboratory support
- Training and development

Education

- HC1 – Healthcare Insight Certification 2015
 - Project Management Certification (PMP) 2013
 - Antrim Corporation Training Certification (Mysis) 1991
 - Flagler College 1987-1988
- St. Augustine, Florida

Skills

- HL7 Interface Implementation and Troubleshooting
- 3rd-Party Software including: Mysis (Antrim) Lab and Financial, IDX, Corepoint, Track It, SharePoint, Reflections, SmartTerm
- FTP, LIS & BIS (Mysis), HIE, business to business interfacing development design
- Microsoft Windows (all versions), Microsoft Office Professional 2007/2013
- System Operations Training

Tab 9 – Location and Equipment

CPL's main laboratory is located in northeast Austin. We have the capacity and licensed equipment to perform biochemical studies, microbiology, cytology and microscopic pathology, drug assays, hematology and immunology studies, and all STAT tests within our own laboratory facilities, referring out only esoteric or unusual tests or those requiring special, unusual equipment.

Clinical Pathology Laboratories, Inc.
9200 Wall Street
Austin, Texas 78754
512-339-1275

We also have 27 Patient Service Centers and 3 STAT labs to best serve your patients. Our 2-hour STAT lab turnaround times and our Same Day testing options make receiving your results even more efficient. Also, CPL is very proud that 96% of all routine tests are resulted out the next morning by 7:00 a.m.

Our staffing is determined by the patient volume. Each phlebotomist draws approximately 35 patients a day. Please see the following attachment which indicates the location, contact information and hours of the various PSCs throughout the Austin metro area.

CPL is proud to offer our clients STAT testing at no additional charge. Our goal is to perform and report all STAT testing within 2 hours of receiving the specimens at our main laboratory.

The STAT Lab locations are as follows:

12201 Renfert Way, #102, Austin TX 78758
Monday to Friday, 7:00 a.m.-5:00 p.m.

5625 Eiger Rd, #240, Austin, TX 78735; hours are 8am-5pm, M-F
Monday to Friday, 8:00 a.m.-5:00 p.m.

Main Laboratory
9200 Wall Street
Austin, TX 78754
Monday to Friday, 9:00 a.m.-8:00 p.m.
Weekends 10:00 a.m.-5:00 p.m., with the exception of major holidays.
All of CPL's PSCs meet the specifications set forth in the Americans with Disabilities Act (ADA). Furthermore, over 20 of our PSCs are accessible by public transportation.

CPL shall provide information sheets that list all of CPL's 27 drawing stations with directions and maps. These PSC lists also include the addresses, hours, and phone and fax numbers of each PSC Sites, along with a map of each location. These are regularly updated as we meet the growing needs of our clients and patients.

Tab 10 – Certifications

CPL is credentialed in accordance with College of American Pathologists (CAP) and Clinical Laboratory Improvement Act of 1998 (CLIA). Please see the following page for copies of our licenses.



Advancing Excellence

**Accredited
Laboratory**



The College of American Pathologists

certifies that the laboratory named below

Clinical Pathology Laboratories Inc

Main Laboratory

Austin, Texas

Mark A. Silberman, MD

LAP Number: 2152501

AU-ID: 1186498

CLIA Number: 45D0505003

*has met all applicable standards for accreditation and
is hereby accredited by the College of American Pathologists'
Laboratory Accreditation Program. Reinspection should occur prior
to May 18, 2016 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

President, College of American Pathologists

Clinical Pathology Laboratories Inc
Main Laboratory

LAP Number: 2152501

AU ID: 1186498

The above Laboratory is accredited by the College of American Pathologists Laboratory Accreditation Program for the following services:

All Common
Anatomic Pathology Processing
Bacteriology
Body Fluid Analysis
Chemistry
Coagulation
Cytology Processing
Cytology Screening
Digital Image Analysis
Director/Organizational Assessment
Flow Cytometry
Gynecologic Cytopathology
Hematology
Immunology
Laboratory General
Molecular Microbiology
Molecular Pathology
Mycobacteriology
Mycology
Non-Gynecologic Cytopathology
Parasitology
Special Chemistry
Surgical Pathology
Toxicology
Urinalysis
Virology

This accreditation is valid for the period ending May 18, 2016.

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

Clinical Pathology Laboratories Inc
Main Laboratory

LAP Number: 2152501
AU ID: 1186498
Reference Number: 45D0505003

The Laboratory Accreditation Program currently has the subspecialty information listed below on file for your laboratory. This information is used for reporting to regulatory agencies.

ABO Group/Rh Type
Antibody Detection (Non-Transfusion)
Bacteriology
Clinical Cytogenetics
Cytology
Endocrinology
General Immunology
Hematology
Histocompatibility
Histopathology
Mycobacteriology
Mycology
Parasitology
Routine Chemistry
Syphilis Serology
Toxicology
Urinalysis
Virology

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

CLINICAL PATHOLOGY LABS INC
9200 WALL STREET
AUSTIN, TX 78754

CLIA ID NUMBER

45D0505003

EFFECTIVE DATE

02/09/2015

LABORATORY DIRECTOR

EXPIRATION DATE

MARK SILBERMAN MD

02/08/2017

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

908 Certs2_011315

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	03/17/2000	ABO & RH GROUP (510)	07/20/1995
BACTERIOLOGY (110)	07/20/1995	ANTIBODY NON-TRANSFUSION (530)	07/20/1995
MYCOBACTERIOLOGY (115)	11/29/2011	HISTOPATHOLOGY (610)	07/20/1995
MYCOLOGY (120)	07/20/1995	CYTOLOGY (630)	06/13/2003
PARASITOLOGY (130)	07/20/1995	CYTOGENETICS (900)	09/24/2007
VIROLOGY (140)	07/20/1995		
SYPHILIS SEROLOGY (210)	07/20/1995		
GENERAL IMMUNOLOGY (220)	07/20/1995		
ROUTINE CHEMISTRY (310)	07/20/1995		
URINALYSIS (320)	07/20/1995		
ENDOCRINOLOGY (330)	07/20/1995		
TOXICOLOGY (340)	03/29/2003		
HEMATOLOGY (400)	07/20/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS
CLINICAL PATHOLOGY LABORATORIES, INC
5625 EIGER ROAD SUITE 240
AUSTIN, TX 78735-8976

CLIA ID NUMBER
45D2071700

EFFECTIVE DATE
11/12/2014

EXPIRATION DATE

11/11/2016

LABORATORY DIRECTOR

PAUL J MICHAELS M.D.

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

234 Certs2_122314

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
BACTERIOLOGY (110)	11/12/2014
MYCOLOGY (120)	11/12/2014
PARASITOLOGY (130)	11/12/2014
VIROLOGY (140)	11/12/2014
GENERAL IMMUNOLOGY (220)	11/12/2014
ROUTINE CHEMISTRY (310)	11/12/2014
URINALYSIS (320)	11/12/2014
ENDOCRINOLOGY (330)	11/12/2014
HEMATOLOGY (400)	11/12/2014

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
--------------------------	----------------



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

CLINICAL PATHOLOGY LABORATORIES, INC
12200 RENFERT WAY, SUITE 102
AUSTIN, TX 78758-5614

CLIA ID NUMBER

45D0504771

EFFECTIVE DATE

12/23/2015

EXPIRATION DATE

LABORATORY DIRECTOR

PAUL J MICHAELS M.D.

12/22/2017

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1456 Cents2_112415

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	02/15/1995		
MYCOLOGY (120)	02/15/1995		
PARASITOLOGY (130)	02/15/1995		
GENERAL IMMUNOLOGY (220)	08/13/2014		
ROUTINE CHEMISTRY (310)	08/13/2014		
URINALYSIS (320)	02/15/1995		
ENDOCRINOLOGY (330)	02/15/1995		
HEMATOLOGY (400)	02/15/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

This certificate makes known that



Has Certified That

Clinical Pathology Laboratories

North Stat Lab

COLA ID #: 4552

Has met all criteria for

Laboratory Accreditation

1/8/2015

This certificate expires two years from this date

Chairman, Board of Directors

Chief Executive Officer

ISODOC-24-60

Tab 11 – Compliance

CPL will perform laboratory testing services of a quality that meets or exceeds CAP and CLIA standards and are in compliance with all State of Texas and federal licensing laws and regulations. The quality testing services are necessary to ensure a standard of patient care that include, but is not limited, to accurate results, timely reporting and trained personnel. In addition, CPL agrees to comply with the terms of this Request for Proposal.

SECTION 2

SECTION 2

Part I—Local Business Presence

CPL's corporate office and main laboratory are located in the Austin Corporate City limits at 9200 Wall Street, Austin, Texas 78754, giving us a Local Business Presence.

We have been in Austin since the beginning of CPL in 1948; in fact Dr. Charles Pelphrey, the founder of CPL, was the first pathologist in central Texas.

CPL is proud to employ residents of the City of Austin and will continue to use employees that reside in the city of Austin, Texas, to support this contract. We currently employ over 800 local residents from our community.

Part II—Proposal Acceptance Period

CPL agrees that all proposals are valid for a period on one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Part III—Proprietary Information

CPL acknowledges that all material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Part IV—Exceptions

CPL is advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

Part V—Proposal Preparation Costs

CPL understands that all costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Section 3

Part 1 - Price Proposal

Describe Method of Pricing

CPL is proud to submit our Fee for Service individual test prices to The City of Austin. CPL agrees that this firm-fixed pricing will be applicable only in cases where CPL must bill The City of Austin directly for the laboratory tests.

CPL agrees to specially price additional tests as The City of Austin requests fees for newly ordered tests, as we have been doing for several years.

These prices include Phlebotomy Services.

Please see the next page, for the test prices.

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

Copies: Submit one original paper copy of the price sheet in the original paper copy of proposal response

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the offer. The City reserves the right to award by line item, section, to multiple vendors, or as a whole, whichever the City deems to be the most advantageous.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Comprehensive Metabolic Panel	3,500	EACH	\$2.45	\$8,575.00
2	CBC absolute WBC @ (L)	4,000	EACH	\$2.10	\$8,400.00
3	CBC with diff w platelets	2,000	EACH	\$1.90	\$3,800.00
4	BUN+Creatnine	500	EACH	\$1.75	\$875.00
5	Culture routine	50	EACH	\$5.50	\$275.00
6	Culture suspect	500	EACH	\$5.50	\$2,750.00
7	Culture, Herpes	400	EACH	\$6.00	\$2,400.00
8	Dilantin	10	EACH	\$6.25	\$62.50
9	Electrolytes	10	EACH	\$1.90	\$19.00
10	Ferritin	1,500	EACH	\$4.00	\$6,000.00
11	Glucose	2,500	EACH	\$1.50	\$3,750.00
12	Gonorrhea/Chlamydia NAAT: *urine/vaginal swab	11,000	EACH	\$34.00	\$374,000.00
13	Gonorrhea/Chlamydia NAAT: *rectal and pharyngeal	4,000	EACH	\$34.00	\$136,000.00
14	HBV core Ab Total (st)	1,600	EACH	\$4.50	\$7,200.00
15	Hemoglobin A1C	1,000	EACH	\$5.25	\$5,250.00
16	HEP A Ab qualitative	1,000	EACH	\$4.50	\$4,500.00
17	HEP C Ab	250	EACH	\$5.00	\$1,250.00
18	HEP B surf/ag/ab	3,000	EACH	\$4.50	\$13,500.00
19	HEP B Core tot ab	1,700	EACH	\$4.50	\$7,650.00
20	HEP C RNA	500	EACH	\$66.00	\$33,000.00
21	HSV type-specific 1/2 ab/igg	1,000	EACH	\$23.00	\$23,000.00
22	Hepatitis Profile	500	EACH	\$24.50	\$12,250.00
23	HIV AG/AB Combo	2,000	EACH	\$4.00	\$8,000.00
24	Iron/IBC	20	EACH	\$6.25	\$125.00
25	Lead, venous (RB)	1,000	EACH	\$5.75	\$5,750.00
26	Lipid Panel	2,000	EACH	\$2.30	\$4,600.00
27	Liver Panel	1,500	EACH	\$2.25	\$3,375.00
28	Mumps Virus IgG	750	EACH	\$5.50	\$4,125.00
29	PSA, Total	1,000	EACH	\$4.25	\$4,250.00

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0601 PRICE PROPOSAL SHEET
Most Frequently Orderd Tests

30	Phenobarbital (phenytan)	5	EACH	\$6.25	\$31.25
31	Prothrombin Time	20	EACH	\$3.50	\$70.00
32	PTT	20	EACH	\$3.50	\$70.00
33	Quantiferon TB Gold	1,500	EACH	\$40.00	\$60,000.00
34	Reflex Hepatitis	50	EACH	\$4.50	\$225.00
35	RPR	1,300	EACH	\$2.75	\$3,575.00
36	Rubella Ab	1,000	EACH	\$4.00	\$4,000.00
37	Rubeola IgM Antibody	750	EACH	\$14.50	\$10,875.00
38	Schistosoma	100	EACH	\$33.00	\$3,300.00
39	Strongyloides	200	EACH	\$72.00	\$14,400.00
40	T3 Free	20	EACH	\$7.25	\$145.00
41	T4 Free	20	EACH	\$5.00	\$100.00
42	Tegratol (carbamepine)	10	EACH	\$7.00	\$70.00
43	TPPA	15	EACH	\$13.00	\$195.00
44	TSH	50	EACH	\$3.50	\$175.00
45	Uric Acid	160	EACH	\$1.50	\$240.00
46	Urinalysis	3,000	EACH	\$2.25	\$6,750.00
47	Varicella Zoster IgG (st)	2,000	EACH	\$11.75	\$23,500.00
Drug levels for:					
48	EMB	100	EACH	\$286.00	\$28,600.00
49	INH	150	EACH	\$96.00	\$14,400.00
50	PZA	150	EACH	\$480.00	\$72,000.00
51	Rifampin	100	EACH	\$145.00	\$14,500.00
TOTAL PRICE				\$941,952.75	
FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL OFFEROR IN THE FUTURE THAT ARE NOT LISTED ON THIS PRICE PROPOSAL SHEET. USE EXHIBIT B TO TO SUBMIT PRICING FOR TESTS NOT LISTED ABOVE.					

Exhibit B

FOR INFORMATIONAL PURPOSES ONLY - Additional Tests Offered Add additional pages if necessary			
#	Test Name	CPT Code	Price Per Test
1	Albumin	82040	\$1.50
2	Alkaline Phosphatase	84075	\$1.50
3	Amebiasis Ab	86753	\$28.00
4	Amylase	82150	\$3.75
5	Bilirubin, Total	82247	\$1.50
6	Calcium	82310	\$1.50
7	Creatinine	82565	\$1.50
8	Glucose	82947	\$1.50
9	Heavy Metals, Blood	82175, 83655	\$40.00
10	HIV-I Western Blot	86689	\$25.00
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TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer Specialist
DATE: 10/28/15

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0614

Project Name: Reference Laboratory Services

Commodity

Code(s): 9485583

Estimated Value: \$1,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

None. 95% of these services will happen on site at the selected vendor's facility. The remaining 5% may happen on City property.

The Departmental Point of Contact is: Karen Bitzer at Phone: 974-4131

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-3070.

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

There is no availability for this scope.

Veronica Lara, Director

Date: 11-5-15

cc: Lorena Resendiz